BEFORE THE INTERNATIONAL CENTRE FOR THE SETTLEMENT OF INVESTMENT DISPUTES- ADDITIONAL FACILITY

ICSID Case No. ARB (AF)/16/3

BETWEEN:

Gordon G. Burr; Erin J. Burr; John Conley; Neil Ayervais; Deana Anthone; Douglas Black; Howard Burns; Mark Burr; David Figueiredo; Louis Fohn; Debbie Lombardi; Scott Lowery; Thomas Malley; Ralph Pittman; Daniel Rudden; Marjorie "Peg" Rudden; Robert E. Sawdon; James H. Watson, Jr.; B-Mex, LLC; B-Mex II, LLC; Oaxaca Investments, LLC; Palmas South, LLC; B-Cabo, LLC; Colorado Cancún, LLC; Santa Fe Mexico Investments, LLC; Caddis Capital, LLC; Diamond Financial Group, Inc.; Family Vacation Spending, LLC; Financial Visions, Inc.; J. Johnson Consulting, LLC; J. Paul Consulting; Las KDL, LLC; Mathis Family Partners, Ltd.; Palmas Holdings, Inc.; Trude Fund II, LLC; Trude Fund III, LLC; Victory Fund, LLC; Randall Taylor

Claimants

and

United Mexican States

Respondent

Claimants' Second Joint Privilege/Confidentiality Log Over Additional Taylor Documents

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23 July 2021

Pursuant to the Tribunal's Procedural Order No. 14 dated June 10, 2021 and Procedural Order No. 15 dated July 7, 2021, the 37 Claimants represented by Quinn Emanuel Urquhart & Sullivan and Claimant Randall Taylor have conferred and hereby produce a second joint privilege/confidentiality log listing the documents of the additional 2,008 documents identified by Mr. Taylor as responsive to the Respondent's document production requests (the "Second Taylor Batch") and over which either the QEU&S Claimants or Mr. Taylor claim can be withheld on the basis of privilege and/or confidentiality. Where the QEU&S Claimants and Mr. Taylor disagree over a claim of privilege/confidentiality by the other, it is indicated as such in the joint privilege/confidentiality log below.

QEU&S General Objection Regarding Documents From AAA Arbitration

The QEU&S Claimants understand that Mr. Taylor was involved in a AAA Arbitration against B-Mex LLC, B-Mex II LLC, and certain of the Claimants (the "AAA Arbitration"). QEU&S had no involvement in this AAA Arbitration. Mr. Taylor is now seeking to produce all of the documents exchanged in the AAA Arbitration as well as the parties' briefing in the AAA Arbitration in the NAFTA case. First, the AAA Arbitration was confidential and the parties were expressly instructed to maintain confidentiality over documents exchanged in the case. While the Tribunal in the AAA Arbitration has rendered an award, the QEU&S Claimants understand that the parties are in the process of confirming the arbitration award. Moreover, the QEU&S Claimants understand that the parties expressly designated most of the documents exchanged in the proceedings as either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" and that those documents were subject to a protective order which prohibited the disclosure of these documents to anyone that was not a party to the AAA Arbitration and also expressly required that the recipient of the documents delete the documents after the case was concluded. Nearly all of B-Mex's exhibits in the arbitration were designated as either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." Not only has Mr. Taylor violated the protective order entered in the case by attempting to produce the documents from the AAA Arbitration in this forum, he appears to have removed the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" designations from some of the documents, which makes it difficult to determine the scope of this violation.

As such, the QEU&S Claimants expressly request that all of the AAA Arbitration documents (document ID numbers listed in **Annex A** hereto) be excluded from the NAFTA Arbitration on the basis that they are part of a confidential arbitration and that sharing them would violate the protective orders entered in the case. To the extent there is a separate basis for claiming privilege and/or confidentiality over documents exchanged in the AAA Arbitration, the QEU&S Claimants have so indicated in the Privilege Log.

Taylor Response to General Objection by QEU&S Claimants

The above referenced AAA arbitration itself was not confidential and is now finalized and closed. A review of the orders regarding confidentiality in the AAA arbitration does not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. If there exists such an order from the Arbitrator declaring the above referenced AAA arbitration confidential or if there exists an Agreement between the parties declaring the above referenced AAA arbitration confidential, Claimant Taylor requests QEU&S Claimants produce same as he is unaware of any such document.

The below quote on Confidentiality is taken from this site: https://www.adr.org/StatementofEthicalPrinciples

which is the online version of the AAA Statement of Ethical Principles.

"Confidentiality

- An arbitration proceeding is a private process. In addition, AAA staff and AAA neutrals have an ethical obligation to keep information confidential. **However, the AAA takes no position on whether parties should or should not agree to keep the proceeding and award confidential between themselve**s. (emphasis added) The parties always have a right to disclose details of the proceeding unless they have a separate confidentiality agreement."

To my knowledge, there was never an agreement between the parties to keep the AAA proceeding or the award confidential between themselves.

Colorado's Uniform Arbitration Act provides:

C.R.S. 13-22-217. Witnesses - subpoenas - depositions - discovery.

> (5) an arbitrator may issue a protective order to prevent the disclosure of privileged information, confidential information, trade secrets, and other information protected from disclosure to the extent a court could if the controversy were the subject of a civil action. (5) an arbitrator may issue a protective order to prevent the disclosure of privileged information, confidential information, trade secrets, and other information protected from disclosure to the extent a court could if the controversy were the subject of a civil action.

The arbitrator issued no protective order to keep the proceedings confidential.

Had B-Mex or B-Mex II wanted to keep a document or documents confidential they had the ability to obtain an order from the Arbitrator in the AAA arbitration. In the subject AAA arbitration, only one document produced by B-Mex or B-Mex II was ultimately found by the Arbitrator to be "confidential" or "highly confidential." That document is not listed on Annex A. If QEU&S has an order from the AAA arbitration declaring any of the

documents listed on Annex A confidential beyond the closure date of the AAA arbitration, they should produce it.

During the arbitration, there were certain restrictions on the sharing of the documents produced or used in the arbitration ordered by the Arbitrator. Those restrictions ended with the ending and closure of the Arbitration.

Indeed, by producing documents in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege as to those documents.

The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016 The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B- Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along.

QEU&S Claimants make the claim that "he appears to have removed the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" designations from some of the documents, which makes it difficult to determine the scope of this violation." Nothing of the sort has occurred. <u>I removed no such designation and find the charge scurrilous</u>. Making such a claim without even communicating with Taylor about such a concern beforehand and discussing the matter is not appropriate in this setting. The QEU&S Claimants confusion may be caused by the fact that I possessed and produced originals of some of the same documents B-Mex and B-Mex II produced in the AAA arbitration and attempted to label confidential.

The substance of the QEU&S Claimants position on confidentiality in this document log is that, after the execution of the Engagement Letter, almost all communications between B-MEX members and management on any topic, including those on access to records, company governance, debts, etc., are privileged. QEU&S maintains this position even if those communications and documents deal with unrelated routine business matters and contain no request for confidentiality or claim of privilege. To accept this QEU&S Claimant position would render all discovery in this matter virtually meaningless.

Respondent's preliminary observations and general challenges

The cover email to the second privilege log notes that Mr. Taylor and the QE Claimants had different views on how the documents should be logged. The QE Claimants "have treated parent emails and attachments as separate documents, and to the extent that they are confidential and/or privileged, are identifying them under distinct log numbers". Mr. Taylor takes the position that "often the transmittal email provides context to the attachments and therefore both the email and the attached documents should be produced as one document".

The Respondent agrees with Mr. Taylor that the communication to which a particular document was attached provides important context that is necessary to properly assess the objection and to determine what the document demonstrates, should the Tribunal grant production and the Respondent decides to put it in the record. For example, it could be important to know when a particular document was sent or received by certain individuals, or it could be necessary to determine under what circumstances certain document was made available to others.

Mexico respectfully requests the Tribunal to order the QE Claimants to specify which documents were attached to which communications in a separate document.

General challenges to Claimants' objections

In order to avoid unnecessary repetition, the Respondent will refer, where applicable, to the following general challenges to the Claimants' objections to production.

1. Claimants offer conflicting descriptions of the document

The Claimants (i.e., the QE Claimants and Mr. Taylor) have offered conflicting descriptions of certain documents, their contents, and/or their purpose, which preclude any attempt to determine whether the claim of confidentiality or privilege is valid. The Respondent notes that if Mr. Taylor's observations are accurate there would be no basis for a claim of confidentiality or privilege by the QE Claimants under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c).

The Respondent therefore requests that a copy of the document be produced to the privilege expert for a final determination on the validity of the QE Claimants' objection.

2. Insufficiently supported claim of confidentiality or privilege

IBA Rule 9(3)(c) states that in considering issues of legal impediment or privilege, the Tribunal may consider certain issues, such as the need to protect the confidentiality of communications made in connection with settlement negotiations or in connection with and for the purpose of seeking and providing legal advice. However, the objecting party is still required to identify the applicable "legal or ethical rules" supporting the objection and to provide a sufficiently detailed description of the document to properly assess the objection.

Several objections to production are based on unsupported assertions of privilege and/or confidentiality (e.g., communications between individuals who are not lawyers) or lack a sufficiently detailed description of the document, its origin or its purpose in order to assess the merits of the objection. The Respondent therefore requests that the objection be dismissed for lack of adequate support or alternatively that a copy of the document be sent to the privilege expert so that he can determine whether the objection has any merit.

3. Inclusion of corporate counsel in communications does not establish attorney-client privilege

Several objections appear to be grounded on attorney-client privilege for the simple fact that Mr. Ayervais (i.e., B-Mex and B-Mex II corporate lawyer) is identified as the sender or recipient of the communication or document. However, nothing in the description of the document indicates that it was intended for the purposes of seeking and/or providing legal advice or that Mr. Ayervais was acting in his capacity of corporate counsel.

Mr. Ayervais was not only corporate counsel, but was also an investor; he is also a claimant. In such a context, he would have sent and received correspondence in his capacity as legal counsel and in his capacity as an investor. The mere fact that Mr. Ayervais is copied on correspondence is not sufficient to establish attorney-client privilege. Sending documents to a lawyer, or copying a lawyer on documents, that were created outside of the attorney-client relationship will not make those documents privileged. Whether attorney-client privilege arises will depend upon the circumstances and purpose of the communications.

IBA Rule 9.3 indicates that "[i]n considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account [...] any need to protect the confidentiality of a Document created or statement or oral communication made *in connection with and for the purpose of providing or obtaining legal advice*".

Attorney-client privilege does not protect all internal and external communications of the Claimants – even if their legal counsel are copied on the communication. For privilege to attach, the communication must be: 1) between lawyer and client; 2) for the purpose of providing or seeking legal advice; and 3) intended by the parties to the communication that it remain confidential.

The Respondent notes that Mr. Taylor has confirmed that he never intended certain communications to remain confidential. In such circumstances, attorney-client privilege does not exist.

It is the Respondent's position that a simple affirmation that a document was intended for the purposes of seeking or providing legal advice is not sufficient to assert attorney-client privilege. The Claimants are required to provide context via a sufficiently detailed description of the document, its origin or purpose to properly assess the objection. For the sections of the privilege log identified below, the Claimants have failed to provide the necessary description to permit this Tribunal to determine that attorney-client privilege exists.

The Respondent therefore requests that the Claimants' objections be rejected or alternatively, that a copy of the document be provided to the privilege expert so that he can properly assess the objection.

4. Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality

To the extent that the QE Claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege. This is clear from a plain reading of Article 9(3)(c) of the IBA Rules.

The Respondent requests that objections to production based solely on the Claimants' alleged expectations of confidentiality be rejected and the documents produced to the Respondent.

5. Confidentiality of AAA Arbitration documents has not been established

The QE Claimants argue that all the documents filed by the parties to an AAA arbitration involving Mr. Taylor, B-Mex LLC, B-Mex II LLC and "certain of the Claimants" are confidential because the proceeding was confidential, and the parties were expressly instructed to maintain the confidentiality of the documents filed in that case.

Mr. Taylor disputes this account noting that: (i) the AAA arbitration was not confidential; (ii) to his knowledge, there was no agreement between the parties about the confidentiality of the documents, and; (iii) he is unaware of any protective order issued during the AAA arbitration regarding the confidentiality of documents filed in that case.

The Respondent notes that the QE Claimants have not submitted the protective order and/or the agreement to keep the AAA proceeding and the documents filed therein confidential. Absent such agreement or order, the Respondent maintains that the QE Claimants' request that "all of the AAA Arbitration documents (document ID numbers listed in Annex A hereto) be excluded from the NAFTA Arbitration on the basis that they are part of a confidential arbitration and that sharing them would violate the protective orders entered in the case" be dismissed by this Tribunal for lack of support.

Mr. Taylor further notes that "[t]he initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. Since the B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration", Mr. Taylor argues that "[t]o allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order".

The Respondent agrees that the QE Claimants should not be allowed to use these tactics to preclude production of relevant documents to this arbitration. Moreover, to the extent that the AAA Arbitration was subsequently the subject matter of proceedings before U.S. Courts, and some or all of the documents were placed on the public record, any confidentiality/privilege that may have existed has been waived. All documents that have been placed on a publicly available judicial record cannot be considered confidential or otherwise subject to any form of privilege.

6. Confidential/privileged information can be identified and redacted

Claimants have objected to several documents and categories of documents on the grounds that they contain certain confidential/privileged information, such as the confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration. To the extent that such information can be identified and redacted from the document, the Respondent requests that the Claimants' objection be dismissed, and the document produced with appropriate redactions.

In this context, it would appear that the Board of Directors and/or management of the Claimant companies made certain decisions based on how it would impact the damages claim under the NAFTA claim. A failure by management to investigate mismanagement, including potential fraud, because it could affect their damages claim in the NAFTA claim is relevant to this Tribunal's assessment of damages. The fact that management decisions were made, in part or in whole to bolster the NAFTA claim, are not protected by attorney-client privilege.

Moreover, the Tribunal has previously ruled with respect to various objections to production on the grounds of confidentiality and privilege submitted by the QE Claimants that documents containing details of the Engagement Agreement or fee arrangement should be produced to the Respondent with appropriate redactions.

7. Claimants have waived privilege and/or confidentiality of the requested documents

The Respondent agrees with Mr. Taylor that where the QE Claimants have disclosed documents to Mr. Taylor or others on a non-confidential basis, the QE Claimants have waived any potential claim of privilege and/or confidentiality. It bears noting that Rule 9(3)(c) specifically states that "[i]n considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] *any possible waiver of any applicable legal impediment or privilege by virtue of consent, earlier disclosure, affirmative use of the Document, statement, oral communication or advice contained therein, or otherwise*".

Documents that have been distributed or made available to others without requesting that the communication, document or the information contain therein be kept confidential should be produced to the Respondent.

8. Documents are in the public domain or otherwise part of the public record

Respondent takes the position that there can be no expectation of confidentiality or privilege regarding documents that are in the public domain and therefore, any such documents attached to communications should be produced. This includes documents publicly available in U.S. Courts.

9. Tribunal has already ruled on this document

Several entries in this privilege log are duplicative of documents included in the previous privilege log over which the Tribunal has already ruled. The Respondent takes the position that no further decision is necessary in such cases, except in those cases where Mr. Taylor and/or the QE Claimants have offered additional information.

10. Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel

Several entries in this privilege log are communications exclusively between Mr. Taylor and lawyers from Quinn Emmanuel. Some of these exchanges occurred at a time when Mr. Taylor was no longer a client of said firm and therefore, as noted by Mr. Taylor, there can be no expectation of confidentiality. Moreover, to the extent that these communications are privileged, such privilege belongs to Mr. Taylor and has been waived.

11. Documents and communications related to the settlement of business disputes in the U.S. are not confidential

Article 9(3) of the IBA Rules states that "[i]n considering issues of legal impediment or privilege under Article 9.2(b) and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (b) any need to protect the confidentiality of a Document created or statement or oral communication made in connection with and for the purpose of settlement negotiations".

Respondent maintains that this consideration refers to settlement negotiations of the ongoing dispute (i.e., this NAFTA case) and not generally to settlement negotiations of any kind. Mr. Taylor has clarified that the settlement negotiations referred to by the QE Claimants in various entries refer to settlement negotiations of a business dispute (i.e., not a legal dispute) in the U.S. over company governance, compensation, and unpaid debts. He further notes such negotiations are discoverable in many jurisdictions and that "a majority of U.S., courts have concluded that there is no prohibitions over pretrial discovery of settlement communications, agreements or amounts". Since the settlement negotiations occurred in the U.S., it seems that no party to those negotiations could reasonably expect that they would be shielded from discovery in the U.S., or document production in the context of investor-state dispute settlement, such as the present case.

In view of the foregoing, the Respondent maintains that the documents should be produced to the Respondent.

DOCUMENT log number 1 - Doc ID Number 5692	
Requested Party	Date: 06/19/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Jennifer Osgood
	Email and letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letter were made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 2 - Doc ID Number 5832	
Requested Party	Date: 08/04/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email chain between Mr. Taylor and NAFTA counsel in regards to seeking legal advice in regards to the NAFTA Arbitration and reflecting, *inter alia*, details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email from Mr. Taylor was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 3 - Doc ID Number 6398	
Requested Party	Date: 02/14/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Neil Ayervais; Dan Rudden, John Conley; Nick Rudden; Suzanne Goodspeed; Phillip Parrot; Michael Drews
	Duplicate of Document Log Numbers 90 and 100 in Annex B to PO13 Email communication reflecting confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document reflects a privileged and confidential settlement agreement. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 9 (Tribunal has already ruled on this document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal refers to its decision on Document Log Numbers 90 and 100 in Annex B to PO13.

Document log number 4 - Doc ID Number 4641	
Requested Party	Date: 10/12/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex's outside corporate to Mr. Taylor reflecting, *inter alia*, information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration, and legal advice from B-Mex outside counsel, as well as information related to settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the

	Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is from Ayervais to Taylor primarily dealing with a business dispute on a debt and questions regarding the management of the company. The letter is a business record. Other than referencing potential NAFTA arbitration proceeds as a source of funding, the letter does not deal with NAFTA. There is no request for confidentiality anywhere in the letter. Any privilege in this situation should be Taylor's to waive. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.

	The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 5 - Doc ID Number 5462	
Requested Party	Date: 10/24/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor; Gordon Burr; Dan Rudden; John Conley; Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5783**] Email between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles

	9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 6 - Doc ID Number 5588	
Requested Party	Date: 08/09/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor, Daniel Rudden, and John Conley concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5558 is a transcript of a recorded conversation between the parties. In the transcript, it shows Claimant Taylor discussing with B-Mex and B-Mex II Board Members Rudden and Conley how to obtain documentation of an outstanding loan to B-MEX II and the repayment of that loan. The 34+ minute conversation dealt with that loan and also contains

	numerous sections pertinent to this Arbitration regarding the management processes of the B-MEX companies. The Document should be produced. At no time did Rudden or Conley give any indication or claim that any of the information they shared was to be considered confidential or privileged. The only mention of NAFTA in the document is on Page 20 (out of 38), and neither Conley nor Rudden made mention of any need for confidentiality or any expectation of confidentiality. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. Neither Rudden nor Conley are attorneys. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. There is no basis for not producing this document.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 7 - Doc ID Number 4989	
Requested Party	Date: 07/12/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, David Orta
	Email and letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 8 - Doc ID Number 5493	
Requested Party	Date: 06/29/2016
	Author(s)/Sender(s): Cal Pierce
	Recipient(s): Randall Taylor
	Email chain between Cal Pierce and Mr. Taylor related to email from R. Taylor to B-Mex management reflecting, *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their

	discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 9 - Doc ID Number 5878	
Requested Party	Date: 10/25/2018
	Author(s)/Sender(s): Joseph Mellon, Charles Torres
	Recipient(s): Randall Taylor
	Email from outside counsel to the B-Mex Companies to counsel to Randall Taylor reflecting, *inter alia*, confidential settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 10 - Doc ID Number 5869

Requested Party	Date: 10/10/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr; Randall Taylors; Dan Rudden; John Conley; Erin Burr
	Email communication with B-Mex outside counsel reflecting confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication between Mr. Taylor and B-Mex corporate counsel was made for purposes of, *inter alia*, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There are no claims of confidentiality by any of the parties on the email chain. There is not a Settlement Proposal in the email. There are no settlement terms contained in the email chain. There is only a discussion of setting a potential meeting time. The Document should be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 11 - Doc ID Number 5731	
Requested Party	Date: 12/14/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr; Neil Ayervais; Randall Taylor; Phil Parrot; Mike Drews; Jeffrey Springer; David Orta

	Email communication in furtherance of a settlement reflecting legal advice from B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 12 - Doc ID Number 5747	
Requested Party	Date: 08/15/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Erin Burr, Gordon Burr, Philip Parrott
	[Note this document is duplicative of Document ID Number(s): **5749**] Email chain from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants, some of which are copied in the communication. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 13 - Doc ID Number 4795	
Requested Party	Date: 10/19/2017
	Author(s)/Sender(s): Sebastian Zavala
	Recipient(s): Jorge Gutierrez
	Communication and letter prepared by Mexican co-counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA co-Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 14 - Doc ID Number 6672	
Requested Party	Date: 07/12/2010
	Author(s)/Sender(s):

	Recipient(s):
	[Note this document is duplicative of Document ID Number(s): **6719, 6769**] Minutes of Special Meeting of Managers B-Mex LLC, reflecting the information related to, *inter alia*, the confidential fee arrangement between B-Mex and its outside corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is also protected from disclosure as it reflects the confidential fee arrangement between B-Mex, LLC and its outside corporate counsel. B-Mex, LLC expected that its fee arrangement with its outside corporate counsel would be confidential. Mr. Taylor cannot waive privilege on behalf of B-Mex, LLC. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The minutes of B-Mex LLC are producible as a company record. The minutes are from 2010, almost four years before the closure of the casinos and five years before there was an engagement agreement with QEU&S regarding this arbitration or Notice of Intention to Submit a Claim filed. There is one reference to attorney compensation regarding a matter completely unrelated to the subject of this arbitration. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the confidential fee arrangement between B-Mex and its outside corporate counsel.

Document log number 15 - Doc ID Number 5819	
Requested Party	Date: 10/25/2017
	From: David Orta
	To: Erin Burr; Neil Ayervais; Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **5823**] Email communication between claimants and NAFTA counsel regarding settlement in B-Mex litigation, NAFTA engagement agreement, and NAFTA litigation strategy
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA

	litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 16 - Doc ID Number 5826	
Requested Party	Date: 07/13/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **5831, 5835**] Email thread from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration and reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well.

	In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By July 13, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore, there can be no expectation of confidentiality or privilege by QEU&S or David Orta. The email and letter from Taylor contains no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 17 - Doc ID Number 5445	
Requested Party	Date: 10/10/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais; Gordon Burr; John Conley; Daniel Rudden; Erin Burr; Robert Brock
	Email with attachments to B-Mex corporate counsel reflecting NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney

	work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5445 is misdated and incomplete. The correct date is October 19, 2016. The two attachments to the email should be included with this document to make it complete. The attachments are not privileged and the forwarding email is not privileged. The missing attachments are: Burr to Board 7.29.16 email 16.10.19 Taylor response to Ayervais 16.10.18 letter As to the Burr to Board 7.29.16 attachment, the Tribunal already ruled in favor of production to this extent: From Annex A to PO#13, Document Log 17: "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, <u>subject to</u> the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S <u>save insofar</u> as it is already available to the public from the proceedings before the Denver District Court." As to the "16.10.19 Taylor response to Ayervais 16.10.18 letter" (16 meaning 2016) attachment, the letter concerns company governance matters and access to company records which means the letter is not subject to privilege The document contains no reference to this arbitration nor the QEU&S Engagement Letter. The document was drafted by Taylor and sent with no claims of privilege or requests for confidentiality. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 18 - Doc ID Number 5592	
Requested Party	Date: 09/28/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Dan Rudden; John Conley; Neil Ayervais

	Email and attachment from Mr. Taylor to B-Mex Board members and other B-Mex members requesting information and legal advice from B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a written request to B-Mex's corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The email also communicates the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5992 email is incomplete as it is missing the attachment. The attachment which should be added is "16.9.28 Taylor demand for information B-MEX and related entities.pdf." This should be added to the document to make it complete. The entire correspondence is in regard to company governance and access to records. It makes no mention of QEU&S, its engagement letter, or this arbitration. There was no request for or reference to confidentiality in the documents. There is no response from the recipients. The email itself contains no request for legal advice. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 19 - Doc ID Number 6440	
Requested Party	Date: 07/28/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Members of B-Mex, LLC and B-Mex II, LLC
	Communication from Mr. Taylor to B-Mex members, including a number of attachments reflecting, *inter alia*, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By July 28, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore, any claims of attorney client privilege is not applicable. This communication has already been shared with multiple members of B-MEX and B-MEX II. It should be noted that this entire communication contained no request for confidentiality and that none of the communications, even those from attorneys, attached to the body of the document contained any request for confidentiality or claims of privilege. The Candidate Statement document is already part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Case 2020CV31612, as an Exhibit to Plaintiff's Motion to Compel Compliance, filed August 30, 2020, and <u>is currently available to the public without limitation.</u>

	I believe the Tribunal has already ordered the production to Respondent of the July 29, 2016 Burr email attached to the subject document, that being from gordon-burr@comcast.net to tlarew@caddiscapital.net et al. From Annex A to PO#13, Document Log 17: "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, subject to the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S save insofar as it is already available to the public from the proceedings before the Denver District Court." Taylor has no objection to the Tribunal ruling. Most if not all claims of privilege should be Claimant Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements or sections deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration save insofar as it is already available to the public from the proceedings before the Denver District Court.

Document log number 20 - Doc ID Number 5702	
Requested Party	Date: 02/23/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Dan Rudden; Gordon Burr

	Email chain between Mr. Taylor and certain managers of B-Mex reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA counsel and relaying advice and mental impressions of Claimants' NAFTA counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their discussion with NAFTA Counsel regarding the NAFTA case would remain privileged and confidential. Mr. Taylor cannot unilaterally waive the privilege, as it belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of any portion reflecting (a) terms of Engagement Agreement between Claimants and their NAFTA counsel; and (b) advice and mental impressions of Claimants' NAFTA counsel regarding the NAFTA arbitration.

Document log number 21 - Doc ID Number 5821	
Requested Party	Date: 12/31/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email exchange discussing documents for preparation of demand letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for documents and legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. Specifically, Mr. Taylor requests documents and "any other help" that B-Mex Corporate counsel could provide. Moreover, put in context, this request was followed shortly thereafter by a request that B-Mex Corporate counsel prepare a complaint on the same subject matter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding

	B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is dated December 31, 2013, years before the formal Request for Arbitration was filed and months before any Notice of intent was filed. The email itself contains no request for legal advice but is a request for certain documents to facilitate Taylor's resolution of what was at that time solely a business dispute which ended up being tangentially related to this arbitration. Ayervais was not Taylor's attorney in the matter. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements or sections deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 22 - Doc ID Number 5087	
Requested Party	Date: 05/22/2019

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email and letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 23 - Doc ID Number 5644	
Requested Party	Date: 10/5/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr; Dan Rudden; John Conley; Erin Burr
	Email and attachment reflecting communication with B-Mex outside counsel and reflecting the privileged and confidential terms of the Quinn Emanuel engagement letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. The email communication communicates the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The letter from Neil Ayervais was not included with this document and should be added to make it complete. The correspondence deals with company governance and access to records. No legal advice or mention of the NAFTA arbitration is made in the email chain and only slight mention of the existence of the NAFTA arbitration in the attached letter. There was no claim of privilege or request for confidentiality in the email, either by Taylor or Ayervais in his response email or letter. The information in the 10/05/2016 email from Erin Burr to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder notice from management in a standard USA "C" corporation. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 24 - Doc ID Number 6015	
Requested Party	Date: 03/22/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **6020**] Email communication with B-Mex et al. outside counsel regarding issues related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 25 - Doc ID Number 4816	
Requested Party	Date: 11/13/2015
	Author(s)/Sender(s): Robert S. Brock
	Recipient(s): Daniel Rudden; Gordon Burr; John Conley
	Letter from B-Mex Company member to B-Mex Board of Managers reflecting, *inter alia*, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email itself. Brock himself copied numerous parties on the email. The email has been widely circulated. The text of this email was sent out to over 200 B-Mex and B-Mex II members by Management on December 1, 2015. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years

	after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 26 - Doc ID Number 5037	
Requested Party	Date: 09/01/2016
	Author: Randall Taylor
	Recipients: Dan Rudden; John Conley
	Email communication reflecting confidential settlement discussions, legal advice from B-Mex outside counsel, and terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion of a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. It also reflects legal advice related to B-Mex matters from B-Mex outside counsel. It also reflects the privileged terms of the Quinn Emanuel Engagement letter. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a).

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: There was no claim of privilege or request for confidentiality anywhere in the email chain itself. The document is correspondence regarding a business dispute (not a legal dispute) and the response of B-Mex II Board members. The email chain was sent to Taylor with no claim of privilege or request for confidentiality. To the extent there is a privilege, it would be Claimant Taylor's to waive. The document shows discussions regarding settlement of the Debt claim, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential. There is no mention of any terms contained in the Quinn Emanuel Engagement Letter. A mere mention of the NAFTA arbitration is not enough to render the document privileged. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 27 - Doc ID Number 5777	
Requested Party	Date: 03/29/2017
	Author: Randall Taylor
	Recipients: Gordon Burr, John Conley, Dan Rudden, Neil Ayervais, David Ponto, Randall Taylor, Erin Burr, Phillip Parrot
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 28 - Doc ID Number 4610	
Requested Party	Date: 06/20/2016
	Author: Randall Taylor
	Recipients: Gordon Burr, Dan Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s): **5007**] Email exchange pertaining to B-Mex corporate matters reflecting confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*

	There was no claim of privilege or request for confidentiality anywhere in the email itself. It is a demand letter and correspondence regarding a business dispute (not a legal dispute). The email was sent by Taylor with no claim of privilege or request for confidentiality. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The document shows discussions regarding settlement of the Debt claim, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible).

	There is no mention of any terms contained in the Quinn Emanuel Engagement Letter. A mere mention of the NAFTA arbitration is not enough to render the document privileged. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 29 - Doc ID Number 5969	
Requested Party	Date: 09/11/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, John Conley, Gordon Burr, Erin Burr
	Email chain between outside B-Mex corporate counsel and Mr. Taylor, reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and legal advice provided by B-Mex counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is also protected as it reflects legal advice provided by outside B-Mex corporate counsel. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: There was no claim of privilege or request for confidentiality anywhere in the correspondence, either by Ayervais or Taylor. It is a correspondence regarding a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. There is no mention of any terms contained in the Quinn Emanuel Engagement Letter. A mere mention of the NAFTA arbitration is not enough to render the document privileged. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege. In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 30 - Doc ID Number 5148	
Requested Party	Date: 06/14/2019
	Author(s)/Sender(s): Randall Taylor, David Ponto
	Recipient(s): American Arbitration Association
	Randall Taylor and David Ponto Complaint in the AAA Arbitration reflecting, *inter alia*, details of the Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Complaint deals with unpaid debts and other issues of corporate governance. There is no mention of any terms contained in the Quinn Emanuel Engagement Letter. A mere mention of the NAFTA arbitration is not enough to render the document privileged. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that

	arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 31 - Doc ID Number 5418	
Requested Party	Date: 09/23/2017

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Neil Ayervais
	[Note this document is duplicative of Document ID Number(s): **5698**] Email from reflecting privileged and confidential settlement discussions
	QEU&S Claimants' basis for privilege or confidentiality claim: The document reflects a discussion of a privileged and confidential settlement agreement. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability*.

	In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectation of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 32 - Doc ID Number 5316	
Requested Party	Date: 10/12/2016
	Author(s): Randall Taylor
	Recipient(s): Dan Rudden; Neil Ayervais; Gordon Burr; Erin Burr; John Conley
	[Note this document is duplicative of Document ID Number(s): **5892**] Email communication reflecting terms of Quinn Emanuel Engagement
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication communicates, *inter alia*, the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in

	International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain primarily deals with requests for access to company records. The emails written by Taylor and Ayervais makes no claims of privilege or requests of confidentiality. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting terms of Quinn Emanuel Engagement.

Document log number 33 - Doc ID Number 5558	
Requested Party	Date: 06/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Erin Burr
	Duplicate of **Document Log Numbers 35 and 36 in Annex B to PO13**

	Email reflecting legal advice and attorney impressions from Quinn Emanuel to the Claimants in the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of communicating legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Mr. Taylor and Respondent did not previously challenge the objection made in Log Numbers 35 and 36 in Annex B to PO13. In light of the Respondent's new objections, the Tribunal orders as follows: Objection upheld in part. Document to be produced subject to redaction of any portion reflecting legal advice and attorney impressions from Quinn Emanuel to the Claimants in the NAFTA Arbitration.

Document log number 34 - Doc ID Number 6318	
Requested Party	Date: 10/19/2013
	Author: Randall Taylor
	Recipients: Neil Ayervais, Gordon Burr
	[Note this document is duplicative of Document ID Number(s): **6400, 6661**] Duplicate of **Document Log Numbers 86, 92, and 99 in Annex B to PO13** Attachment to email from Randall Taylor to Neil Ayervais and Gordon Burr requesting legal advice on draft documents related to the Cabo transaction.
	QEU&S Claimants' basis for privilege or confidentiality claim: The attachment to this email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of

	B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence. The document deals with a contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. The agreement deals solely with terms for a contract between Taylor and Mr. Ferdosi et al, not with B-Cabo or B-Mex. If the document itself is privileged, the privilege is Taylor's to waive. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be Taylor's to waive. As the subject document referenced a proposed BCABO contract as one of the Exhibits, I offered them the opportunity to comment or suggest amendments. The attachment to the email is clearly not confidential as it is the proposed agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the agreement which was attached to the email. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal refers to its decision on Document Log Numbers 86, 92, and 99 in Annex B to PO13.

Document log number 35 - Doc ID Number 6077	
Requested Party	Date: 05/16/2019
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s): **6078**] Email chain between Claimants' NAFTA Counsel to Mr. Taylor made for the purposes of seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email chain was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 36 - Doc ID Number 4937	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members

	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration, particularly confidential fee arrangement, and legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II dealing with funding related to the NAFTA arbitration. The information in the 10/05/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-

	attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 37 - Doc ID Number 4887	
Requested Party	Date:
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex Members
	[Note this document is duplicative of Document ID Number(s): **5305**] Email from E. Burr to B-Mex members reflecting legal strategy and legal advice of Claimants' NAFTA Counsel regarding the case and discussing confidential terms of engagement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that legal advice and litigation strategy of their NAFTA Counsel would be confidential and privileged. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The information in the email from Erin Burr was sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder notice from management in a standard USA "C" corporation. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its

	logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 38 - Doc ID Number 4729	
Requested Party	Date: 10/19/2017
	Author(s)/Sender(s): Sabrina Gonzalez
	Recipient(s): Erin Burr
	Email chain between Claimant in NAFTA and third party regarding matters related to the NAFTA Arbitration following legal advice and strategy from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that legal advice and litigation strategy of their NAFTA Counsel would be confidential and privileged. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order.

	Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 39 - Doc ID Number 5659	
Requested Party	Date: 08/03/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, John Conley, David Ponto
	Email chain between Mr. Taylor and outside B-Mex corporate counsel and B-Mex management reflecting, inter alia, information regarding confidential settlement negotiations related to B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement negotiations. The B-Mex members expected that their confidential settlement communications would remain confidential. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members as well. Therefore, under the IBA Rules, Article 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 40 - Doc ID Number 5982	
Requested Party	Date: 03/12/2017
	Author: Neil Ayervais

	Recipients: Randall Taylor, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 41 - Doc ID Number 5735	
Requested Party	Date: 08/23/2019
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Erin Burr, Gordon Burr, Philip Parrott
	[Note this document is duplicative of Document ID Number(s): **5737**] Email chain between Randall Taylor to NAFTA Counsel reflecting, inter alia, legal advice and strategy in regards relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from

	disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 42 - Doc ID Number 5290	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): David Ponto
	Letter from outside B-Mex corporate counsel to David Ponto reflecting, inter alia, legal advice provided by outside B-Mex corporate counsel in relation to B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The parties to the communication also expected that their discussion with outside B-Mex corporate counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is a letter from Ayervais to Taylor and also a second letter to Ponto, both dealing primarily with corporate governance matters. The documents are routine business communications and are company records. There was no claim of privilege or request for confidentiality by Ayervais in either letter. Any privilege regarding the letter to Taylor should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.</u> The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to

	hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 43 - Doc ID Number 4899	
Requested Party	Date: 04/28/2015
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Benjamin Chow, John Conley Dan Rudden, Gordon Burr, Tery Larrew, Alfredo Moreno, Julio Gutierrez.
	Email communications with B-Mex counsel requesting and providing information to assist in rendering legal advice regarding merger with Grand Odyssey.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letter were made for the purposes of securing legal advice from B-Mex counsel and Mexican counsel regarding a transaction involving the Juegos Companies. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 44 - Doc ID Number 4782	
Requested Party	Date:
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Document prepared by Ms. Burr to B-Mex members reflecting, inter alia, information related to the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice and mental impressions from former NAFTA Counsel and local counsel in Mexico.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with NAFTA counsel and legal advice rendered by counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. To the extent there are any statements

	deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The information in the email from Erin Burr, a non-attorney, as sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder notice from management in a standard USA "C" corporation. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce

	every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 45 - Doc ID Number 6053	
Requested Party	Date: 02/14/2017
	Author: Neil Ayervais
	Recipients: Gordon Burr, Randall Taylor, Dan Rudden, John Conley, Nick Rudden, Suzanne Goodspeed, Phillip Parrot, Michael Drews
	Email communication reflecting legal advice from Quinn Emanuel related to NAFTA Arbitration and Chow litigation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

Tribunal	Objection upheld in part. Document to be produced subject to redaction of any portion reflecting legal advice from Quinn Emanuel related to NAFTA Arbitration and Chow litigation.

Document log number 46 - Doc ID Number 4897	
Requested Party	Date: 2/01/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Linda Brock, Gordon Burr, Erin Burr
	Email chain between B-Mex's outside corporate counsel and Mr. Brock reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain dealing with matters regarding company governance and is not privileged but rather is routine company correspondence and a business record. There was no claim of privilege or request for confidentiality in the email, either by Ayervais in his response or by Linda Brock or her representative, Robert Brock. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	There is no reference to the terms of the Engagement Agreement contained in the email chain. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 47 - Doc ID Number 5533	
Requested Party	Date: 05/14/2018
	Sender: Robert Brock
	Recipient: Randall Taylor
	Email chain between B-Mex corporate counsel and B-Mex members reflecting and requesting legal advice of B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects and requests legal advice from B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain, either by Ayervais in his response or by Linda Brock or her representative, Robert Brock. The document deals with corporate governance issues and requests for documents and was not a request for legal advice. The document is a routine correspondence and business record not subject to privilege. The document was forwarded to Claimant Taylor without any claims of privilege or request for confidentiality. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege.

	Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 48 - Doc ID Number 5929	
Requested Party	Date: 09/13/2017
	From: Randall Taylor
	To: David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to

	the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 49 - Doc ID Number 5893	
Requested Party	Date: 12/29/2017
	Sender: David Orta
	Recipient: Erin Burr, Randall Taylor, Neal Ayervais, Gordon Burr
	[Note this document is duplicative of Document ID Number(s): **5897**] Email chain between Claimants' NAFTA Counsel, Mr. Taylor, Claimants, and B-Mex's outside corporate counsel, requesting and discussing legal advice from NAFTA Counsel regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for the purposes of securing legal advice of NAFTA Counsel. Various of the QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 50 - Doc ID Number 5521	
Requested Party	Date: 12/30/2015
	Author(s)/Sender(s): Randall Taylor

	Recipient(s):
	Email from Mr. Taylor in regards to letter from B-Mex Company member to B-Mex Board of Managers reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email in question deals primarily with corporate governance issues and was produced in the arbitration referenced AAA arbitration by Taylor and Ponto. There were no claims of confidentiality or privilege anywhere within the document made by any of the participants. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA

	arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 51 - Doc ID Number 4993	
Requested Party	Date: 05/14/2017
	Author: Randall Taylor
	Recipients: Rick Lang, TJ Henderson
	Email from Mr. Taylor reflecting terms of the Quinn Emanuel engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email is from Taylor to other B-Mex members. The email in question contains no reference to the Engagement Letter or its terms. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 52 - Doc ID Number 5704	
Requested Party	Date: 05/17/2016
	Sender:
	Recipient:

	Transcript of recording of conversation between Randall Taylor, Gordon Burr, and Erin Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5704 is a transcript of a recorded conversation between the parties dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. At the time of this conversation, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. Gordon Burr and Erin Burr are not attorneys. At the time Erin Burr was not even an employee of the company. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. At no time did Gordon Burr or Erin Burr make any indication or claim that any of the information they shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being

	the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] At no time did Gordon Burr or Erin Burr make any indication or claim that any of the information they shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 53 - Doc ID Number 5377	
Requested Party	Date: 10/18/2016

	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex's outside corporate counsel to Mr. Taylor relaying legal advice regarding matters related to the B-Mex companies and discussing settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Letter is not a response to a request for legal advice but rather a response to issues raised previously by Taylor regarding the production of or access to company records and other company governance matters. No legal advice was provided. The letter is a routine business correspondence response for access to records. It is not a settlement negotiation. There was no claim of privilege or request for confidentiality in the letter by Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the

	documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 54 - Doc ID Number 4934

Requested Party	Date: 09/13/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration, particularly confidential fee arrangement, and legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 09/13/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of

	the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 55 - Doc ID Number 5429	
Requested Party	Date: 10/26/2016
	Author(s)/Sender(s): Rick Lang
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **6461**] Email from Rick Lang to Mr. Taylor forwarding email thread between Rick Lang and Erin Burr reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* A portion of this document deals with requests for documents by Lang and the response thereto by Erin Burr and deals with company business and access to records. Routine business discussions related to the Engagement

	Agreement between B-Mex members and B-Mex management responsive to requests for production should be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 56 - Doc ID Number 5864	
Requested Party	Date: 10/10/2016
	Author: Randall Taylor
	Recipients: Gordon Burr, Neil Ayervais, Dan Rudden, John Conley
	Email communication with B-Mex outside counsel reflecting confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication between Mr. Taylor and B-Mex corporate counsel was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 57 - Doc ID Number 5328	
Requested Party	Date: 12/02/2015

	Author: Robert S. Brock
	Recipients: Erin Burr, Gordon Burr, Randall Taylor, David A. Ponto, Daniel Rudden, Neil Ayervais, Julio Gutierrez Morales Keith Downing, Julio Gutierrez Morales, drs3100@bendbroadband.com; jlillo@petd.com; geology.ring@gmail.com
	Email forwarding a communication between Gordon Burr and Robert S. Brock discussing information related to the confidential terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to the confidential terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 58 - Doc ID Number 5297	
Requested Party	Date: 10/12/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex corporate counsel to Randall Taylor discussing NAFTA litigation strategy and the distribution of potential proceeds from the NAFTA litigation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects legal advice from B-Mex corporate counsel and discusses NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). In addition, this communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their

	communication would remain confidential and privileged. IBA Rules, Article 9.3(b). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is from Ayervais to Taylor primarily dealing with a business dispute on money advanced by Taylor and questions regarding the management of the company. It is not "settlement" negotiations and clearly not protected "settlement negotiations. Other than referencing potential NAFTA arbitration proceeds as a source of funding, the letter does not deal with NAFTA. There is no request for confidentiality anywhere in the letter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the

	[settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 59 - Doc ID Number 5678	
Requested Party	Date: 03/06/2017
	Author: Neil Ayervais
	Recipients: Gordon Burr, Erin Burr, David Ponto, John Conley, Dan Rudden
	Email discussing privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document reflects a discussion of a privileged and confidential settlement agreement. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 60 - Doc ID Number 5696	
Requested Party	Date: 02/23/2017
	Author: Randall Taylor
	Recipients: Gordon Burr, Neil Ayervais
	Email discussing privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document reflects a discussion of a privileged and confidential settlement agreement. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable.

	The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 61 - Doc ID Number 4876	
Requested Party	Date: 03/16/2017
	Author: Randall Taylor
	Recipients: Gordon Burr, Neil Ayervais, John Conley, Dan Rudden, Nick Rudden
	[Note this document is duplicative of Document ID Number(s): **5746**] Communication reflecting legal advice regarding NAFTA case and reflecting terms of Quinn Emanuel engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email reflects legal advice from Quinn Emanuel. The email communication also reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The

	settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of any portion reflecting (a) legal advice regarding NAFTA case and (b) terms of Quinn Emanuel engagement.

Document log number 62 - Doc ID Number 5962	
Requested Party	Date: 09/12/2017
	From: Randall Taylor
	To: David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S

	Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 63 - Doc ID Number 6265	
Requested Party	Date: 10/18/2016
	Author: Neil Ayervais
	Recipients: Erin Burr, Randall Taylor, Gordon Burr, Dan Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s): **6490**] Email communication and attachment between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is also protected as it reflects legal advice provided by outside B-Mex corporate counsel. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*

	There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais. The document is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. There is no mention of any terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 64 - Doc ID Number 5889	
Requested Party	Date: 10/30/2018
	Author(s)/Sender(s): Joseph Mellon
	Recipient(s): David Ponto

	Letter from Joseph Mellon, outside counsel to the B-Mex companies, to Mr. Ponto reflecting, inter alia, information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Mr. Ponto provided the letter to Taylor with no claims of privilege or confidentiality. The letter from Mellon addressed to Ponto contains no claims of privilege or requests for confidentiality. There are no mentions of the terms contained in the Engagement Agreement. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 65 - Doc ID Number 5018	
Requested Party	Date: 06/21/2016
	Author: John Conley

	Recipients: Randall Taylor, Nick Rudden, Dan Rudden, Gordon Burr
	Email exchange with the B-Mex Board reflecting, inter alia, a confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Additionally, the document reflects terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email was sent by Conley to Taylor and the others without claims of privilege or confidentiality by him. By doing so, Conley waived claims to attorney client privilege or confidentiality. There are no references to Engagement Agreement and terms related to the same. At this time there were no privileged settlement negotiations ongoing as the process and claim were just being initiated and no party had made such a claim or demand. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 66 - Doc ID Number 5008	
Requested Party	Date: 03/25/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **5010, 5013**] Email and letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration and containing confidential information pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter requests no legal advice from NAFTA counsel. The letter is from Taylor to his attorney and the attorney client privilege is his to waive. By producing the document, Taylor is waiving his privilege. The letter that was included with this document is not attached but should be to render the document complete. "A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 67 - Doc ID Number 6411	
Requested Party	Date: 12/26/2017
	From: Erin Burr
	To: Randall Taylor; David Orta; Neil Ayervais
	Attachment to email communication between claimants and NAFTA counsel regarding NAFTA litigation strategy and filings
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 68 - Doc ID Number 4944	
Requested Party	Date: 05/08/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, legal advice and mental impressions from NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 10/05/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This

	document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 69 - Doc ID Number 5779	
Requested Party	Date: 03/29/2017
	Author: Randall Taylor
	Recipients: Gordon Burr, John Conley, Dan Rudden, Neil Ayervais, David Ponto
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege.

	All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)

Tribunal	Objection upheld.

Document log number 70 - Doc ID Number 5785	
Requested Party	Date: 04/12/2017
	Sender: David Orta
	Recipients: Randall Taylor
	Email chain between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA litigation strategy, and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by NAFTA counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 71 - Doc ID Number 5808	
Requested Party	Date: 10/21/2016
	Author: Randall Taylor
	Recipients: Erin Burr, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais

	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email, either by Taylor, Erin Burr or Ayervais in his response. The communication dealt with matters of corporate governance and the review of documents. The communication was not privileged. The communication is a company record. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 72 - Doc ID Number 5784	
Requested Party	Date: 10/25/2017
	From: David Orta
	To: Randall Taylor; Kris Yue, David Orta, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5792**] Email communication between claimants and NAFTA counsel regarding NAFTA litigation strategy
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 73 - Doc ID Number 4760	
Requested Party	Date: 10/11/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Luc Pelchat
	Communication and letter prepared by NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the

	AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objecton upheld.

Document log number 74 - Doc ID Number 6356	
Requested Party	Date: 10/17/2013
	Author: Randall Taylor
	Recipients: Neil Ayervais, Gordon Burr
	[Note this document is duplicative of Document ID Number(s): **6356**] Attachment to email from Randall Taylor to Neil Ayervais and Gordon Burr requesting legal advice on draft documents related to the Cabo transaction.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachment were made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is misidentified. The document is an agreement between Gordon Burr (unsigned by Burr but sent by him) and Farzin Ferdosi, individually and on behalf of Medano Beach Hotel S de RL de CV. Ferdosi

	signed the agreement. Taylor is not a party to the agreement. The agreement was originally provided to Taylor by Erin Burr by email with no requests for confidentiality nor privilege. By Ayervais providing the document he has waived privilege. There was no advice rendered by Ayervais as there is no response by Ayervais. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 75 - Doc ID Number 6401	
Requested Party	Date: 10/30/2018
	Author(s)/Sender(s): Joseph Mellon
	Recipient(s): David Ponto
	Letter from Joseph Mellon, outside counsel to the B-Mex companies, to Mr. Ponto reflecting, inter alia, information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: This document is misidentified. The letter is a Cease and Desist Letter from Charles H. Torres and Joseph Mellon and addressed to John Williams. The letter references Mr. Williams demand for a meeting to discuss matters of company governance. The letter contains no details regarding the terms of the Engagement Agreement whatsoever. The letter from Attorneys Torres and Mellon to Mr. Williams contains no requests for confidentiality nor claim of privilege. Mr. Williams forwarded the letter to Taylor with no requests for confidentiality or claim of privilege. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 76 - Doc ID Number 6120	
Requested Party	Date: 01/04/2018
	Sender: Randall Taylor
	Recipient: David Orta, Phillip Parrott, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s): **6121**]

	Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 77 - Doc ID Number 5985	
Requested Party	Date: 04/01/2017
	Author: Randall Taylor
	Recipients: David Orta
	Communication discussing NAFTA engagement and Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter requests no legal advice from NAFTA counsel. The letter is from Taylor to his attorney and the attorney client privilege is his to waive. By producing the document, Taylor is waiving his privilege.

	"A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 78 - Doc ID Number 4865	
Requested Party	Date: 03/06/3016
	Author(s)/Sender(s): David Ponto
	Recipient(s): Neil Ayervais
	Email exchange forwarding a previous communication between Erin Burr and select B-Mex members regarding the retention of outside counsel and possible filing of a demand letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments were made for purposes of communicating legal advice from outside counsel hired by B-Mex members. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with B-Mex outside counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*

	This document is misidentified. The email chain consists of an email from Erin Burr to various parties, as individuals, not as members of B-Mex. These individuals, including Taylor, had a common interest in seeing certain loans be properly collateralized. That email was forwarded by Taylor to David Ponto. The subject matter is purely one of B-Mex company governance. The Erin Burr email had attached a proposed letter to the Board of B-Mex but that letter is not a part of this document and should be added to make the document complete. The email from Burr to Taylor was followed up by email discussions between Taylor and Ponto. Neil Ayervais is not a part of the email chain. Erin Burr is not an attorney. The initial email from Erin Burr contained no claim of privilege or request for confidentiality. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 79 - Doc ID Number 5910	
Requested Party	Date: 10/24/2017
	From: Randall Taylor
	To: David Orta; Erin Burr; Gordon Burr; Neil Ayervais; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding NAFTA engagement agreement and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client

	privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 80 - Doc ID Number 5340	
Requested Party	Date: 10/14/2016
	Sender: Erin Burr
	Recipient: Randall Taylor, John Conley, Neil Ayervais, Gordon Burr, Daniel Rudden
	Email Chain between Claimants and B-Mex corporate counsel discussing litigation strategy and reflecting legal advice from NAFTA counsel and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain

	confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals primarily with requests from Claimant Taylor for documents and other company governance matters and the process for obtaining that information. The only discussion of litigation strategy and reflection of legal advice is contained in the initial email from Erin Burr, a non-attorney, sent to the members of the B-Mex companies. The information in the 10/05/2016 email from non-attorney Erin Burr to Randall Taylor was sent to the Membership and was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies by non-attorney Erin Burr. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any other statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 81 - Doc ID Number 5773	
Requested Party	Date: 04/03/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta

	Letter from Randall Taylor to David Orta containing confidential information about the Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information about the Engagement Agreement between Claimants and NAFTA Counsel.

Document log number 82 - Doc ID Number 5457	
Requested Party	Date: 03/11/2017
	Author: Randall Taylor
	Recipients: Neil Ayervais, Gordon Burr,
	Email from reflecting legal advice from NAFTA counsel and privileged and confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. It also reflects the privileged terms of the Quinn Emanuel Engagement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The document fails to include two attachments which should be added to complete the document. The missing attachments are: No Retaliation Clause 2.28.17 proposed by Taylor Ponto.docx; BMEX Final 2.20.17 Settlement Proposal.docx The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article

	9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced. No Retaliation Clause 2.28.17 proposed by Taylor Ponto.docx; BMEX Final 2.20.17 Settlement Proposal.docx
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting (a) legal advice from NAFTA counsel; and (b) terms of the Quinn Emanuel Engagement.

Document log number 83 - Doc ID Number 6441	
Requested Party	Date: 10/23/2016
	Author: Randall Taylor
	Recipients: Neil Ayervais
	[Note this document is duplicative of Document ID Number(s): **6226, 6344**] Email and attached letter between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients,

	including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is misidentified. The document does not contain an email but does contain a letter from Randall Taylor to Neil Ayervais. The letter itself contains no request for legal advice. There was no response from Ayervais in this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 84 - Doc ID Number 6096	
Requested Party	Date: 09/06/2017
	From: David Orta
	To: Randall Taylor; Phillip Parrott
	[Note this document is duplicative of Document ID Number(s): **6097**] Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege

	in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 85 - Doc ID Number 5724	
Requested Party	Date: 03/12/2017
	Author: Randall Taylor
	Recipients: Neil Ayervais, David Ponto, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5988**] Email discussing privileged and confidential settlement agreement, reflecting legal advice from Quinn Emanuel, and terms of Quinn Emanuel engagement letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Moreover, the e-mail communication reflects legal advice from Quinn Emanuel as well as the terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a).

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of any portion reflecting (a) legal advice from Quinn Emanuel and (b) terms of Quinn Emanuel engagement letter.

Document log number 86 - Doc ID Number 5966	
Requested Party	Date: 09/11/2018
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Randall Taylor; David Ponto; Neil Ayervais
	Email from Gordon Burr to Mr. Taylor reflecting information related to confidential settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication was made for the purposes of settlement negotiations and the parties to the communication expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Article 9.3(b) and 9.3(c), the document is protected from disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 87 - Doc ID Number 5815	
Requested Party	Date: 02/21/2014

	Author: Neil Ayervais
	Recipients: Gordon Burr, Erin Burr, Randall Taylor
	Email exchange discussing strategy for EIG Operating Agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality in the emails from Ayervais or Erin Burr. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 88 - Doc ID Number 5767	
Requested Party	Date: 03/22/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email chain between Mr. Taylor and Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration and reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: Mr. Taylor email was prepared for the purposes of securing legal advice. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to

	the QEU&S Claimants as well. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 89 - Doc ID Number 6107	
Requested Party	Date: 02/13/2017
	Author: Randall Taylor
	Recipients: Erin Burr, David Orta
	Email communication reflecting privileged discussion of settlement agreement with Alfonso Rendon.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion of a privileged and confidential settlement between the Claimants and Alfonso Rendon. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 90 - Doc ID Number 6363	
Requested Party	Date: 11/30/2015
	Authors: John Conley; Daniel Rudden
	Recipient: Robert S. Brock
	[Note this document is duplicative of Document ID Number(s): **6166, 6186, 6360, 6394, 6486, 6492**] Duplicate of **Document Log Number 95 in Annex B to PO13**

	Communication from Daniel Rudden and John Conley responding to a letter by Robert S. Brock, B-Mex Company member, containing information related to the confidential terms of the Engagement
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the letter from Conley and Rudden. Brock himself copied numerous parties on the letter without claim of privilege or request for confidentiality. The letter has been widely circulated. The letter pre-dates the February 25, 2016 Engagement Agreement thus, at the time of this recording, QEU&S having expectations under the terms of the Engagement Agreement was not possible. With novation of the 2015 Engagement Agreement, the February 25, 2016 contract voided the previous Engagement Agreement. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order.

	Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B- Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Mr. Taylor and Respondent did not previously challenge the objection made in Log Number 95 in Annex B to PO13.

	In light of Mr Taylor's and Respondent's new objections, the Tribunal orders as follows: Objection upheld in part. Document to be produced subject to redaction of any portion reflecting information related to the confidential terms of the Engagement.

Document log number 91 - Doc ID Number 6046	
Requested Party	Date: 04/25/2017
	Author: David Orta
	Recipients: Randall Taylor, Phillip Parrot, Charles Eskridge, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s): **6048**] Communication discussing privileged and confidential settlement in Chow case
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also discusses a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 92 - Doc ID Number 4821	
Requested Party	Date: 01/08/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Duplicate of **Document Log Number 45 in Annex B to PO13**

	Email between B-Mex members discussing the details of fee arrangement between Claimants and their NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Accordingly, the QEU&S Claimants expected that their communication discussing the details of the Engagement Agreement and QEU&S' representation of Claimants in the NAFTA arbitration would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* At the time of this communication, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There was no claim of privilege or request for confidentiality anywhere in the email chain. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, <u>by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>.

	The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Mr. Taylor and Respondent did not previously challenge the objection made in Log Number 45 in Annex B to PO13. In light of Mr Taylor's and Respondent's new objections, the Tribunal orders as follows: Objection upheld in part. Document to be produced subject to redaction of any portion reflecting details of fee arrangement between Claimants and their NAFTA Counsel.

Document log number 93 - Doc ID Number 4906	
Requested Party	Date: 06/20/2016
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Daniel Rudden, John Conley, Gordon Burr
	[Note this document is duplicative of Document ID Number(s): **5329**] Email from Mr. Taylor to B-Mex management discussing, inter alia, confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel and settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b), and 9.3(c), the document is protected from disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email was sent by Taylor in order to settle a business dispute regarding an outstanding debt. This was not a confidential settlement negotiation. There were no claims of confidentiality in the email. The negotiations were never confidential nor were there any requests for confidentiality until months after this email. There is no communication in this document or the letter other than that generated by Claimant Taylor, therefore the privilege is Taylor's to waive. There is no mention of any terms contained in the Quinn Emanuel Engagement Letter. A mere mention of the NAFTA Arbitration and its potential funding is not enough to render the document privileged. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege.

	All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.

	The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 94 - Doc ID Number 5713	
Requested Party	Date: 08/30/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta

	[Note this document is duplicative of Document ID Number(s): **5718**] Email from Mr. Taylor to David Orta relaying attachment regarding the NAFTA arbitration and discussing legal advice, mental impressions and strategy of counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The parties to the Engagement Agreement, including NAFTA Counsel, expected that their discussions pertaining to the NAFTA Arbitration would be confidential, privileged, and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 95 - Doc ID Number 6069	
Requested Party	Date: 06/08/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **6070, 6074**] Email thread from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By June 5, 2020 and by June 8, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege.

	"A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ There is no communication in this document or the letter other than that generated by Claimant Taylor. There is no response from Orta in the document. Any privilege in this situation should be Taylor's to waive and, by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 96 - Doc ID Number 5706	
Requested Party	Date: 10/15/2016
	Author: Neil Ayervais,
	Recipients: Erin Burr, Gordon Burr, Dan Rudden, John Conley, Randall Taylor
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles

	9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email communications from Ayervais is not a response to a request for legal advice but rather a response to issues raised previously by Taylor regarding the production of or access to company records and other company governance matters. No legal advice was provided. The letter is a routine business correspondence response for access to records The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. There was no claim of privilege or request for confidentiality in the letter by Ayervais. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 97 - Doc ID Number 5408	
Requested Party	Date: 10/05/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor, Neil Ayervais

	Email chain between Erin Burr and reflecting, inter alia, legal advice rendered by outside B-Mex corporate counsel related to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members, some of whom are copied in the communications reflected in the email thread, expected that that their discussions with outside B-Mex corporate counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email communications primarily deal with company governance issues regarding an election. No legal advice was provided. The email chain is primarily routine business correspondence regarding company governance. The information in the 08/07/2018 email from Erin Burr, a non-attorney, was sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 98 - Doc ID Number 5361	
Requested Party	Date: 03/16/2017
	Author: Randall Taylor
	Recipients: Gordon Burr, Neil Ayervais, John Conley, Dan Rudden, Nick Rudden
	Duplicate of **Document Log Number 60 in Annex B to PO13** Communication reflecting legal advice regarding NAFTA case and reflecting terms of Quinn Emanuel engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email reflects legal advice from Quinn Emanuel. The email communication also reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The document fails to include two attachments which should be added to complete the document. The missing attachments are: Copy of letter to BMEX requesting owners list.pdf; 17.3.13 Taylor demand for membershiplist.pdf The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance,

	access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal refers to its decision on Document Log Number 60 in Annex B to PO13.

Document log number 99 - Doc ID Number 5816	
Requested Party	Date: 04/21/2017
	Sender: Neil Ayervais
	Recipients: Phillip Parrot, Erin Burr, Randall Taylor
	Email chain between B-Mex corporate counsel, Randall Taylor, Randall Taylor's counsel, and Erin Burr reflecting legal advice from NAFTA counsel and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects legal advice of NAFTA counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 100 - Doc ID Number 5520	
Requested Party	Date: 10/25/2017
	From: Randall Taylor
	To: Erin Burr; David Orta; Neil Ayervais
	Email communication between claimants and NAFTA counsel regarding settlement in B-Mex litigation, NAFTA engagement agreement, and NAFTA litigation strategy

	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 101 - Doc ID Number 5049	
Requested Party	Date: 02/13/2017
	Author: Gordon Burr
	Recipients: Dave Ponto, Frank Kramer
	Email from Gordon Burr to two B-Mex members reflecting privileged and confidential financial terms of the Quinn Emanuel engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates the privileged and confidential financial terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that

	impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting financial terms of the Quinn Emanuel engagement.

Document log number 102 - Doc ID Number 4981	
Requested Party	Date: 06/19/2019
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, Jennifer Osgood, David Orta, Ana Luna
	Email and letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letter were made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 103 - Doc ID Number 5093	
Requested Party	Date: 09/09/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **5107**] Email from Mr. Taylor to David Orta following up on attachment regarding the NAFTA arbitration discussing legal advice, mental impressions and strategy of counsel regarding the NAFTA arbitration
	QEU&S Claimants' basis for privilege or confidentiality claim: The parties to the Engagement Agreement, including NAFTA Counsel, expected that their discussions pertaining to the NAFTA Arbitration would be confidential, privileged, and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 104 - Doc ID Number 5926	
Requested Party	Date: 05/14/2018
	Sender: Robert Brock
	Recipient: Randall Taylor
	Email chain between B-Mex corporate counsel and B-Mex members reflecting and requesting legal advice of B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects and requests legal advice from B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no reference to any legal advice provided in the email chain. There was no claim of privilege or request for confidentiality by anyone in the email chain. The subject matter of the email chain is failure of company governance.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 105 - Doc ID Number 6357	
Requested Party	Date: 06/19/2019
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, Jennifer Osgood, David Orta, Ana Luna
	Letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 106 - Doc ID Number 5863	
Requested Party	Date: 10/16/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Jerry Schempp, Linda Brock, Frank Framer, Kathleen Crooks
	Letter from outside B-Mex corporate counsel l to Mr. Taylor and other members of the B-Mex companies reflecting, inter alia, legal advice in regards to B-Mex company matters and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of outside B-Mex corporate counsel. The parties to the letter expected that any discussions with B-Mex counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to other B-Mex members as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter in question makes no claim of privilege or request for confidentiality. The letter is from Ayervais to multiple members of B-Mex and B-Mex II dealing with disputes over company governance and request for access to company records. Since the letter was sent without seeking confidentiality or claiming privilege, the right to waive any claims of privilege seems to vest with the recipients. No legal advice had been sought by recipients and none was given by Ayervais. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is

	also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 107 - Doc ID Number 5838	
Requested Party	Date: 06/03/2020
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email and letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)

Tribunal	Objection upheld.

Document log number 108 - Doc ID Number 4972	
Requested Party	Date: 02/13/2017
	Author: David Orta
	Recipients: Randall Taylor, Phillip Parrot
	[Note this document is duplicative of Document ID Number(s): **4974**] Email exchange between Mr. Taylor and David Orta, counsel for the QEU&S Claimants reflecting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication and legal advice between Quinn Emanuel and Mr. Taylor when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 109 - Doc ID Number 5266	
Requested Party	Date: 10/20/2013
	Author: Randall Taylor
	Recipients: Neil Ayervais, Gordon Burr
	Email chain and attachment from Randall Taylor to Neil Ayervais reflecting legal advice regarding Cabo transaction.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate

	counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is missing an attachment, "Agreement Regarding Taylor Interest Taylor Red Line Document.docx" which should be added to make the document complete. The dates on this document predate the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectively. The document and attachment deal with a contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. The underlying agreement deals solely with terms for a contract between Claimant Taylor and Mr. Ferdosi et al, not with B-Cabo or B-Mex. Neither B-Cabo nor B-Mex are part of the agreement. If the attached document itself is privileged, the privilege is mine to waive. I was not a client of Mr. Ayervais. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive. There was no claim of privilege or request for confidentiality in the emails nor in the attachment. Explanatory background. As the subject document referenced a proposed BCABO contract as one of the Exhibits, I offered Ayervais and Burr the opportunity to comment or suggest amendments. The attachment to the email is clearly not confidential as it is the proposed agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the agreement which was attached to the email. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would

	be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 110 - Doc ID Number 5958	
Requested Party	Date: 02/19/2017
	Author: Neil Ayervais
	Recipients: Gordon Burr, Randall Taylor, Dan Rudden, John Conley, Erin Burr, Nick Rudden
	Email communication reflecting discussion of settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a privileged and confidential settlement offer. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 111 - Doc ID Number 5359	
Requested Party	Date: 10/17/2016

	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown
	Letter from B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members relaying legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is a response to a B-Mex II member's attorney (Vance Brown, representing Member Linda Brock) regarding company governance and access to company records under the operating agreement. No legal advice was sought by the Member and none was provided by Ayervais; only a defense of the positions taken by B-Mex II regarding access to the company records. There was no claim of privilege or request for confidentiality in the letter by Ayervais. The letter represents routine business communications between the company and its members, correspondence which should be produced. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Linda Brock was clearly not Mr. Ayervais's client. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 112 - Doc ID Number 6071	
Requested Party	Date: 06/05/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **6072, 6073**] Email and letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration and reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By June 5, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege. The document fails to include an attachment which should be added to complete the document. The missing attachment is: 2020.06.05 RTaylor letter to Orta.pdf

	The email and letter from Taylor contains no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. The document was written solely by Claimant Taylor and contains no response or writing of any kind from QEU&S/Orta. Should Taylor still be deemed a joint client, "A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 113 - Doc ID Number 5947	
Requested Party	Date: 08/15/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Erin Burr, Gordon Burr, Philip Parrott
	Email chain from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants, some of which are copied in the communication. The parties to the communication also expected that their discussion with NAFTA Counsel would remain

	confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 114 - Doc ID Number 5656	
Requested Party	Date: 12/11/2015
	Author: Neil Ayervais
	Recipients: David A. Ponto, Erin Burr, Robert S. Brock
	Email chain between B-Mex's outside corporate counsel and certain members of B-Mex, including its managers, reflecting the confidential terms of the Engagement Agreement between Claimants and their NAFTA counsel and legal opinion of B-Mex's outside corporate counsel regarding the company's disclosure obligation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. In addition, the communication contains legal opinion of Neil Ayervais rendered in his capacity as B-Mex's outside corporate counsel. The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality anywhere in the correspondence, either by Ayervais or the other parties who are all members of the LLCs. The email chain is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. The Members were seeking access to certain accounting records or other information to verify certain claims by B-Mex management.

	The Members were not seeking legal advice. There is no mention of any terms contained in the Quinn Emanuel (QEU&S) Engagement Letter. A mere mention of the NAFTA arbitration and Quinn Emanuel is not enough to render the document privileged. The correspondence pre-dates the February 25, 2016, Engagement Agreement thus, at the time of this recording, QEU&S having expectations under the terms of the Engagement Agreement was not possible. With novation of the 2015 Engagement Agreement, the February 25, 2016 contract voided the previous Engagement Agreement. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 115 - Doc ID Number 6126	
Requested Party	Date: 01/04/2018
	Sender: David Orta

	Recipient: Randall Taylor, Phillip Parrott, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s): **6127**] Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 116 - Doc ID Number 5133	
Requested Party	Date: 11/08/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Duplicate of Document Log Number 80 in Annex B to PO13 Letter from B-Mex's corporate counsel to Mr. Taylor reflecting confidential terms of the Engagement Agreement between Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), the document is protected from disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document fails to include the email which should be added to complete the document.

	The included document is a letter from Ayervais to Taylor dated October 8, 2016. The letter deals with access to company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence. It should be noted that the same October 8, 2016 Ayervais to Taylor letter has been ruled upon by the Tribunal in Document Log Number 80 in Annex B to PO#13. Taylor is satisfied with the Tribunals ruling of Document Log Number 80 in Annex B. The Tribunals ruling was "Tribunal's ruling is reserved until issuance of the report by the privilege expert." There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order.

	Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B- Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B- Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years The Document should be produced.
Requesting Party	Please refer to Respondent´s response re Document log number "80 in Annex B to PO13".
Tribunal	Tribunal refers to its decision on Document Log Number 80 in Annex B to PO13 which, for the avoidance of doubt and contrary to Mr Taylor's assertion in this log, was "Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof."

Document log number 117 - Doc ID Number 5890	
Requested Party	Date: 10/12/2016
	Author: Neil Ayervais
	Recipients: Erin Burr, Gordon Burr, Dan Rudden, John Conley, Randall Taylor
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate

	counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality anywhere in the correspondence, either by Ayervais or the other parties who are all members of the LLCs. The email chain is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. The Members were seeking access to certain accounting records or other information to verify certain claims by B-Mex management. The Members were not seeking legal advice. There is no mention of any terms contained in the Quinn Emanuel (QEU&S) Engagement letter. A mere mention of the NAFTA arbitration and Quinn Emanuel is not enough to render the document privileged. The correspondence pre-dates the February 25, 2016 Engagement Agreement thus, at the time of this recording, QEU&S having expectations under the terms of the engagement agreement was not possible. With novation of the 2015 Engagement Agreement, the February 25, 2016 contract voided the previous Engagement Agreement. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 118 - Doc ID Number 5229	
Requested Party	Date:
	Author: Steven Kapnik
	Recipients: Neil Ayervais and the boards of B-Mex, B-Mex II, and Palmas South, LLC
	Letter communication from outside counsel hired by B-Mex members to the B-Mex corporate counsel and Boards.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments were made for purposes of communicating legal advice from outside counsel hired by B-Mex members. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with B-Mex outside counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* A full and complete copy of the Letter is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation.

	The Letter is contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. The subject document, a Demand Letter asking for action in compliance with the company's fiduciary duties, was from Stephen Kapnik representing several parties, including Claimant Taylor. He was not representing the parties as Members rather in their individual capacity. There was no request for confidentiality nor claims of privilege in the letter. There was no request for legal advice. There is no basis for B-Mex to claim privilege to a demand letter sent from third parties. Taylor is producing the document and any privilege is his to waive. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 8 (Documents are in the public domain)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 119 - Doc ID Number 5794	
Requested Party	Date: 10/22/2016
	Author: Neil Ayervais,
	Recipients: Erin Burr, Gordon Burr, Dan Rudden, John Conley, Randall Taylor

	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is correspondence regarding a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. Claimant Taylor was seeking access to certain accounting records or other information to verify certain claims by B-Mex management. Claimant Taylor was not seeking legal advice. There is no mention of any terms contained in the Quinn Emanuel (QEU&S) Engagement Letter. A mere mention of the NAFTA arbitration and Quinn Emanuel is not enough to render the document privileged. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 120 - Doc ID Number 5531	
Requested Party	Date: 06/16/2016
	Sender:
	Recipient:
	Transcript of recording of conversation between Randall Taylor and Daniel Rudden concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5531 is a transcript of a recorded conversation between Taylor and Dan Rudden. Rudden is not an attorney. In the transcript, it shows Claimant Taylor discussing with B-Mex and B-Mex II Board Member

	Rudden obtaining documentation of an outstanding loan and the repayment of that loan. The conversation primarily dealt with that loan and also contains numerous sections pertinent to this Arbitration regarding the management processes of the B-MEX companies and governance. As to those standard business topics there should be no privilege. There are no discussions of the terms of the QEU&S Engagement Agreement. At no time did Rudden make any indication or claim that any of the information he shared in this conversation was to be considered confidential or privileged. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 121 - Doc ID Number 5333	
Requested Party	Date: 10/21/2016
	Author: Randall Taylor
	Recipients: Neil Ayervais, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	Communication between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various

	corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to B-Mex company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence and a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor but there was one such request by Erin Burr in her email. The email chain deals primarily with a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 122 - Doc ID Number 5991	
Requested Party	Date: 03/12/2017
	Author: Neil Ayervais
	Recipients: Randall Taylor, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. There are no requests for confidentiality or claims of privilege in the email chain. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable.

	Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 123 - Doc ID Number 6006	
Requested Party	Date: 03/10/2017
	Author: Randall Taylor
	Recipients: Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. There are no requests for confidentiality or claims of privilege in the email chain. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The

	settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 124 - Doc ID Number 4873	
Requested Party	Date: 10/15/2014
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Julio Gutierrez, Benjamin Chow, Neil Ayervais
	Email communications requesting and providing information to assist in rendering legal advice of B-Mex outside counsel regarding merger with Grand Odyssey.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letter were made for the purposes of securing legal advice from B-Mex counsel and Mexican counsel regarding a transaction involving the Juegos Companies. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 125 - Doc ID Number 6606	
Requested Party	Date: 07/01/2016
	Author: Randall Taylor
	Recipients: John Conley
	Email exchange and attachment between Randall Taylor and John Conley reflecting terms of QEU&S Engagement.

	QEU&S Claimants' basis for privilege or confidentiality claim: The e-mail communication reflects terms of the QEU&S Engagement. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is misidentified. Document 6606 is an Excel spreadsheet only. The transmittal email should be included to make the document complete. The attachment is a combination of information provided by Erin Burr to numerous members and others back in 2015 and information added by David Ponto and Taylor in analysis of the numbers. This information was provided by Erin Burr, prior to the other B-Mex et al claimants entering into the final 2.25.16 Engagement Agreement with QEU&S and prior to my becoming a client of QEU&S on May 23, 2016. The email in which Erin Burr provided the information was without any claim of privilege or request for confidentiality. The information in the spreadsheet and email deals with a potential format for splitting revenues and is routine business correspondence, not privileged. The email to Conley deals primarily with corporate governance matters and does not reveal any terms of the QEU&S Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 126 - Doc ID Number 4742

Requested Party	Date: 10/11/2017
	Author(s)/Sender(s): Maria Fernanda Rea Anaya
	Recipient(s): Jose Miguel Ramirez
	Letter prepared by Mexican co-counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA co-Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all arguments as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objectiom upheld.

Document log number 127 - Doc ID Number 5956	
Requested Party	Date: 02/18/2017
	Author: Neil Ayervais
	Recipients: Gordon Burr, Randall Taylor, Dan Rudden, John Conley, Erin Burr
	Email communication reflecting legal advice from Quinn Emanuel related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration. As such, the communication is protected from disclosure under

	attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. There are no requests for confidentiality or claims of privilege in the email chain. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on

	the *admissibility* of settlement material rather than limits on *discoverability*. In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of any portion reflecting legal advice from Quinn Emanuel related to the NAFTA Arbitration.

Document log number 128 - Doc ID Number 5883	
Requested Party	Date: 12/30/2017
	Sender: David Orta
	Recipient: Gordon Burr, Erin Burr, Randall Taylor, Neil Ayervais
	[Note this document is duplicative of Document ID Number(s): **5888**] Email chain between Claimants' NAFTA Counsel, Mr. Taylor, Claimants, and B-Mex's outside corporate counsel, requesting and discussing legal advice from NAFTA Counsel regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr.

	Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 129 - Doc ID Number 4798	
Requested Party	Date: 10/24/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): Neil Ayervais
	Email from David Ponto to Neil Ayervais attaching letter from outside B-Mex corporate counsel l to Mr. Taylor and other members of the B-Mex companies reflecting, inter alia, legal advice in regards to B-Mex company matters and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of outside B-Mex corporate counsel. The parties to the letter expected that any discussions with B-Mex counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to other B-Mex members as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an email drafted by David Ponto and sent with no claim of privilege or request for confidentiality. The email is a demand by Ponto regarding several company governance issues which is not subject to privilege. The document was already shared with multiple individuals. The email contains no request for legal advice. Mr. Ayervais was not Mr. Ponto's attorney. There is no response from Mr. Ayervais or B-Mex in this document. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is

	also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) •]
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 130 - Doc ID Number 4611	
Requested Party	Date: 03/07/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the

	IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II dealing with funding related to the NAFTA arbitration. The information in the 03/07/2018 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated

	by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 131 - Doc ID Number 5752	
Requested Party	Date: 08/20/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, John Conley, Nick Rudden, Philip Parrott, David Orta, Erin Burr
	Email chain between Randall Taylor, David Ponto, and outside B-Mex corporate counsel reflecting, inter alia, details of Engagement Agreement

	between NAFTA Counsel and Claimants and legal advice provided by outside B-Mex corporate counsel and NAFTA Counsel, and information related to settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is also protected as it reflects information related to settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The initial email is a demand by Ponto and Taylor regarding several company governance issues which is not subject to privilege regarding NAFTA. Portions of the document are already shared with multiple individuals other than those listed on the document. None of the responses in the email chain initiated by Taylor or Ponto made a claim of privilege or request for confidentiality. The email contains no request for legal advice. Mr. Ayervais was not Mr. Ponto's or Taylor's attorney. As to correspondence written by Ponto and Taylor, any claims of privilege would belong to them. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 132 - Doc ID Number 6266	
Requested Party	Date: 07/23/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, David Orta
	Letter and attachments from Claimants' NAFTA Counsel to Mr. Taylor's personal counsel reflecting, inter alia, mental impressions and legal advice from NAFTA Counsel and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. In addition, the document reflects legal advice and mental impressions of NAFTA Counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the QEU&S Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim

Tribunal	No decision required.

Document log number 133 - Doc ID Number 5695	
Requested Party	Date: 05/10/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email and letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 134 - Doc ID Number 4606	
Requested Party	Date: 10/24/2016
	Author(s)/Sender(s): Anna Pfalmer
	Recipient(s): Gordon Burr, John Conley, Daniel Rudden, Erin Burr, Neal Ayervais
	Letter from counsel to Randall Taylor and others to B-Mex management reflecting, inter alia, information related to Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentialitty as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure and Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles

	9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting information related to Engagement Agreement between Claimants and NAFTA Counsel.

Document log number 135 - Doc ID Number 6027	
Requested Party	Date: 02/28/2017
	Author: Randall Taylor
	Recipients: Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and

	management over company governance, compensation, and unpaid debts. There are no requests for confidentiality or claims of privilege in the email chain. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 136 - Doc ID Number 5271	
Requested Party	Date: 02/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Ernest Mathis, Erin Burr, David Orta
	Email chain between Erin Burr, Earnest Mathis and Mr. Taylor reflecting, inter alia, information regarding confidential settlement agreement related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement agreement related to NAFTA Arbitration. The QEU&S Claimants expected that the settlement agreement and any information related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 137 - Doc ID Number 5805	
Requested Party	Date: 04/13/2017
	Sender: Gordon Burr
	Recipients: David Orta, Daniel Rudden, John Conley, Erin Burr, Randall Taylor
	Email chain between NAFTA counsel and B-Mex members regarding NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 138 - Doc ID Number 6008	
Requested Party	Date: 03/10/2017
	Author: Randall Taylor
	Recipients: Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under

	attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible).

	A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 139 - Doc ID Number 5424	
Requested Party	Date: 09/11/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor, Neil Ayervais
	Email chain between Erin Burr and reflecting, inter alia, legal advice rendered by outside B-Mex corporate counsel related to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members, some of whom are copied in the communications reflected in the email thread, expected that that their discussions with outside B-Mex corporate counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email communications primarily deal with company governance issues regarding an election. No legal advice was provided. The email chain

	is primarily routine business correspondence regarding company governance. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 140 - Doc ID Number 4647	
Requested Party	Date: 10/31/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email and attachments from Randall Taylor to John Williams reflecting, inter alia, information related to confidential settlement negotiations between members of B-Mex companies, and details of Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. B-Mex members also expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations.

	Therefore, under the IBA Rules, Articles =9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 141 - Doc ID Number 6085	
Requested Party	Date: 09/13/2017
	From: David Orta
	To: Randall Taylor; Phillip Parrott
	[Note this document is duplicative of Document ID Number(s): **6105**] Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 142 - Doc ID Number 5059	
Requested Party	Date: 06/21/2016
	Author: Randall Taylor

	Recipients: John Conley, Dan Rudden, Gordon Burr, Nick Rudden
	Email exchange between Randall Taylor, the B-Mex Board, and outside counsel to members of the Board regarding confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with communications regarding settlement of the Debt claim, a business dispute. The communications were not confidential at this time as no party had sought to make the discussions confidential. Conley, by forwarding Counsel's (Nick Rudden's) email without any claims of confidentiality, waived any attorney client privilege as to that communication. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 143 - Doc ID Number 4698	
Requested Party	Date: 09/22/2015
	Author: Randall Taylor
	Recipient: David A. Ponto
	Email forwarding communication from Erin Burr to members of B-Mex discussing confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The date of this document, 09/22/2015, predates the QEU&S Engagement Letter by months. The document is a standard business communication and is not privileged. The information in the 09/22/2015 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 144 - Doc ID Number 6003	
Requested Party	Date: 09/14/2019
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Erin Burr
	Email from Mr. Taylor to Erin Burr attaching communication from Mr. Taylor to B-Mex members, including a number of attachments reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). The QEU&S Claimants also note that a portion of this communication was submitted by Respondent on record as part of Respondent's Exhibit R-075 (i.e., Taylor Declaration). The QEU&S Claimants hereby explicitly reserve their right to seek the Tribunal's leave to exclude Respondent's Exhibit R-075 in full or in part from the record on the basis that Respondent's Exhibit R-075 contains confidential and privileged materials that are protected from disclosure to third parties other than the QEU&S Claimants and Mr. Taylor for the reasons explained above. The QEU&S Claimants hereby request that Mexico and its counsel return all copies of or destroy Respondent's Exhibit R-075, or that it redact out any portion of that exhibit that contains any portion of the QEU&S Claimants' Engagement Letter with its counsel, as the QEU&S Claimants have not waived privilege or confidentiality with respect to their Engagement Letter. Moreover, nothing asserted herein should constitute a waiver of any rights to assert privilege and/or confidentiality over this document and/or any other documents. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: The communication deals with standard company governance matters. An attachment document, which is not included with this document but should be, is the statement of candidacy for the Boards of B-Mex and B-Mex II, was drafted by Claimant Taylor and has already been circulated to multiple members of B-Mex and B-Mex II. Significant portions, if not the entire Candidate Statement document, are already part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Case 2020CV31612, and <u>is currently available to the public without limitation.</u> To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential information can be identified and redacted) • No. 8 (Documents are in the public domain)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants <u>save insofar</u> as it is already available to the public from the proceedings before the Denver District Court.

Document log number 145 - Doc ID Number 6456	
Requested Party	Date: 09/28/2016
	Author: Randall Taylor
	Recipients: Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	[Note this document is duplicative of Document ID Number(s): **6314, 6481**] Email and attachment reflecting communication with B-Mex Board and outside counsel regarding B-Mex matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a written request to B-Mex's corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The email also communicates the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email and attachment are standard business communications drafted by Claimant Taylor regarding company governance and access to company records. These types of communication are not privileged communications. The document is a company record. There was no claim of privilege or request for confidentiality in the email or attached letter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 146 - Doc ID Number 5900	
Requested Party	Date: 10/14/2016
	Author: Randall Taylor
	Recipients: Erin Burr, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles

	9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Other than the October 5, 2016 email from Erin Burr to Randall Taylor, the email chain and attachment are standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. Any privilege in regarding those communications drafted by Taylor should be Taylor's to waive and by his production of the document, he has waived the privilege. The information in the 10/05/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. No one was seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 147 - Doc ID Number 6083	
Requested Party	Date: 04/12/2017
	Author: David Orta
	Recipients: Randall Taylor, Gordon Burr, John Conley, Neil Ayervais, Erin Burr, Dan Rudden
	[Note this document is duplicative of Document ID Number(s): **6084**] Attorney client communication involving the NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 148 - Doc ID Number 5505	
Requested Party	Date: 10/18/2016
	Author: Randall Taylor
	Recipients: Erin Burr, Neil Ayervais
	[Note this document is duplicative of Document ID Number(s): **5662**] Email communication between Erin Burr, Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication

	is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain and attachment are standard business communications regarding company governance and access to company records. These types of communication are not privileged communications. The document is a company record. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 149 - Doc ID Number 5028	
Requested Party	Date: 02/27/2017
	Author: Randall Taylor

	Recipients: John Conley; Daniel Rudden; Nick Rudden
	Email chain between Mr. Taylor, B-Mex managers and B-Mex's outside corporate counsel reflecting confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel and legal advice and mental impressions of B-Mex's outside corporate counsel regarding settlement proposal and alternative dispute resolution.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it contains confidential settlement discussions and legal advice of B-Mex's outside corporate counsel regarding proposal. The QEU&S Claimants expected that their discussion with counsel would remain confidential and privileged and Mr. Taylor cannot unilaterally waive the privilege in regard to this communication. Attorney-Client Privilege; Articles 9.2(b), 9.3(a) 9.3(b), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of

	settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 150 - Doc ID Number 6147	
Requested Party	Date: 10/05/2017
	Author: Randall Taylor
	Recipients: David Orta
	Attorney client communication involving issues related to the NAFTA case Arbitration
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential,

	privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 151 - Doc ID Number 4712	
Requested Party	Date: 11/01/2013
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, legal advice and mental impressions from former NAFTA Counsel and local counsel in Mexico.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their former NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The 2013 communication was prior to anyone entering into any

	engagement agreement with QEU&S and is not subject to attorney client privilege. The document was widely circulated and mailed to the general membership of the B-Mex companies. The communication contains no request for confidentiality or claim of privilege. The information in the 11/01/2013 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery

	gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B- Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 152 - Doc ID Number 5425	
Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Randall Taylor
	Email from Mr. Taylor to Mr. Taylor forwarding letter from Mr. Taylor to Neil Ayervais discussing, inter alia, the details of the Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is missing two attachments. The two attachments to the email should be included with this document. Neither the email nor the

	attachments make claims of privilege or requests for confidentiality. The communications are business records and not privileged. The missing attachments are Burr to Board 7.29.16 email 16.10.19 Taylor response to Ayervais 16.10.18 letter As to the Burr to Board 7.29.16 attachment, the Tribunal already ruled in favor of production to this extent: From Annex A to PO#13, Document Log 17: "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, subject to the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S save insofar as it is already available to the public from the proceedings before the Denver District Court." As to the 16.10.19 Taylor response to Ayervais 16.10.18 letter attachment, the letter concerns company governance matters and access to company records which means the letter is not subject to privilege The document contains no reference to this arbitration nor the QEU&S Engagement Letter. The document was drafted by Taylor and sent with no claims of privilege or requests for confidentiality. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of the Engagement Agreement between Claimants and NAFTA Counsel <u>save insofar</u> as it is already available to the public from the proceedings before the Denver District Court.

Document log number 153 - Doc ID Number 5380	
Requested Party	Date: 10/18/2016
	Author: Neil Ayervais
	Recipients: Randall Taylor, Erin Burr, Gordon Burr, Dan Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s): **5670**] Email and accompanying attachment from B-Mex corporate counsel related to B-Mex matters
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication requesting involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters as well as a letter from B-Mex corporate counsel to Mr. Taylor, a B-Mex member. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The attachment to the email, a letter from Ayervais to Taylor dated 10/18/2016, was not included but should be included with this document. The email chain and accompanying attachments deal with company governance and contain no references to this arbitration or the terms of the QEU&S Engagement Letter. There was no claim of privilege or request for confidentiality in the email, either by Taylor or Ayervais, or by Ayervais in his letter of response. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 154 - Doc ID Number 4987	
Requested Party	Date: 07/23/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, David Orta

	Email, letter and attachments from Claimants' NAFTA Counsel to Mr. Taylor's personal counsel reflecting, inter alia, mental impressions and legal advice from NAFTA Counsel and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. In addition, the document reflects legal advice and mental impressions of NAFTA Counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the QEU&S Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 155 - Doc ID Number 5627	
Requested Party	Date: 08/18/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Dan Rudden, John Conley, Gordon Burr
	Email communication discussing a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. The document shows discussions regarding settlement of the Debt claim, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential.

	Taylor was not seeking legal advice. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege.

	Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 156 - Doc ID Number 6045	
Requested Party	Date: 02/15/2017
	Author: Neil Ayervais
	Recipients: Gordon Burr, Randall Taylor, Dan Rudden, John Conley, Nick Rudden, Suzanne Goodspeed, Phillip Parrot, Michael Drews
	Email communication reflecting legal advice from Quinn Emanuel related to NAFTA Arbitration and Chow litigation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in

	International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of any portion reflecting legal advice from Quinn Emanuel related to NAFTA Arbitration and Chow litigation.

Document log number 157 - Doc ID Number 5994	
Requested Party	Date: 03/31/2017
	Author: David Orta
	Recipients: Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **5998**] Communication discussing NAFTA engagement and Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 158 - Doc ID Number 5342

Requested Party	Date: 02/10/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Ernest Mathis, Erin Burr, David Orta
	Email chain between Erin Burr, Earnest Mathis and Mr. Taylor reflecting, inter alia, information regarding confidential settlement agreement related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement agreement related to NAFTA Arbitration. The QEU&S Claimants expected that the settlement agreement and any information related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts.

	See In re General Motors Corp. Engine Interchange Litig., 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); In re MSTG, 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). In re Subpoena, 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the admissibility of settlement material rather than limits on discoverability. In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from

	initiating litigation well after the proceedings in this arbitration were far along. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 159 - Doc ID Number 5367	
Requested Party	Date: 10/18/2016
	Author: Neil Ayervais
	Recipients: Randall Taylor
	Email communication from B-Mex outside counsel reflecting company position on various issues.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from B-Mex's corporate counsel to a B-Mex member regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International

	Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Letter deals with issues regarding company governance and access to company records, which are not privileged and contain no references to this arbitration. There was no claim of privilege or request for confidentiality in the letter by Ayervais. Claimant Taylor was not seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 160 - Doc ID Number 5138	
Requested Party	Date: 01/23/2019

	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): District Court, Denver County, State of Colorado
	Affidavit of Neil Ayervais, and attachments to affidavit, in AAA Arbitration reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel, mental impressions from NAFTA Counsel, as well as information related to settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. The document is also protected from disclosure as it reflects mental impressions from NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The full and complete Affidavit is part of the record in the Denver District Court in the Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Case No. 2018CV034347 or an appeal thereof, and is believed to be currently available to the public without limitation. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order.

	Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B- Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)

	• No. 8 (Documents are in the public domain)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 161 - Doc ID Number 5412	
Requested Party	Date: 10/20/2016
	Author: Randall Taylor
	Recipients: Neil Ayervais, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5417, 5933**] Communication (letter and email) between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachment reflect a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deal with company governance and contain no references to this arbitration or the terms of the QEU&S Engagement Letter are therefore subject to production. There was no claim of privilege or request for confidentiality in the email, either by Taylor or Ayervais, or by Taylor in his letter of response. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege.

	Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 162 - Doc ID Number 5946	
Requested Party	Date: 09/13/2017
	From: Randall Taylor
	To: David Orta
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions

	with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 163 - Doc ID Number 5703	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Dan Rudden, John Conley, Gordon Burr, Erin Burremail
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in either email, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would

	be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 164 - Doc ID Number 5507	
Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Dan Rudden, John Conley, Gordon Burr, Erin Burr, Robert Brock
	Email between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications.

	This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in either email, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 165 - Doc ID Number 5729	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Randall Taylor; Daniel Rudden; John Conley; Nick Rudden; Erin Burr; Neil Ayervais
	Email chain between Mr. Taylor, B-Mex managers and B-Mex's outside corporate counsel reflecting terms of confidential fee arrangement between NAFTA Counsel and Claimants and containing legal advice of B-Mex's outside corporate counsel regarding settlement proposal.

	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected under attorney-client privilege. The document also reflects information related to confidential fee arrangement between NAFTA Counsel and Claimants in the NAFTA arbitration. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. See In re General Motors Corp. Engine Interchange Litig., 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); In re MSTG, 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). In re Subpoena, 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the admissibility of settlement material rather than limits on discoverability. In fact, the Rule on its face contemplates that settlement documents may be

	used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 166 - Doc ID Number 6324	
Requested Party	Date: 10/12/2016
	Author: Neil Ayervais
	Recipients: Gordon Burr, Randall Taylor, Dan Rudden, John Conley; Erin Burr, Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **6427**] Email communication and attachment with B-Mex outside counsel reflecting confidential settlement discussions and reflecting terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment communicates, inter alia, the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that

	impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is from Ayervais to Taylor primarily dealing with a business dispute on matters of company governance raised by Taylor and questions regarding the management of the company. There is no request for confidentiality or claim of privilege anywhere in the letter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting reflecting terms of Quinn Emanuel Engagement.

Document log number 167 - Doc ID Number 5101	
Requested Party	Date: 02/12/2018

	Sender: Robert Brock
	Recipient: Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **5909**] Email from Robert Brock to Randall Taylor containing letter from B-Mex corporate counsel discussing engagement agreement with Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice of B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document fails to include the attachment forwarded by Robert Brock with the email, 20180212085751.pdf, and should be added to make the document complete. That missing attachment is a letter dated February 5, 2018 letter from Neil Ayervais addressed to Linda Brock regarding issues of company governance. There was no claim of privilege or request for confidentiality in the letter by Ayervais. The letter was provided by Brock to Taylor without any claim of privilege or request for confidentiality. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 168 - Doc ID Number 5707	
Requested Party	Date: 02/25/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Neil Ayervais, Dan Rudden, John Conley, Nick Rudden
	Email chain between Mr. Taylor and certain managers of B-Mex reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA counsel and relaying advice and mental impressions of Claimants' NAFTA counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their discussion with NAFTA Counsel regarding the NAFTA case would remain privileged and confidential. Mr. Taylor cannot unilaterally waive the privilege, as it belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 169 - Doc ID Number 4860	
Requested Party	Date:
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Neil Ayervais, Dan Rudden, John Conley, Nick Rudden
	Email chain between Mr. Taylor and certain managers of B-Mex reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA counsel and relaying advice and mental impressions of Claimants' NAFTA counsel regarding the NAFTA arbitration.

	QEU&S Claimants' basis for privilege or confidentiality claim: QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). The QEU&S Claimants also note that a portion of this communication was submitted by Respondent on record as part of Respondent's Exhibit R-075 (i.e., Taylor Declaration). The QEU&S Claimants hereby explicitly reserve their right to seek the Tribunal's leave to exclude Respondent's Exhibit R-075 in full or in part from the record on the basis that Respondent's Exhibit R-075 contains confidential and privileged materials that are protected from disclosure to third parties other than the QEU&S Claimants and Mr. Taylor for the reasons explained above. The QEU&S Claimants hereby request that Mexico and its counsel return all copies of or destroy Respondent's Exhibit R-075, or that it redact out any portion of that exhibit that contains any portion of the QEU&S Claimants' Engagement Letter with its counsel, as the QEU&S Claimants have not waived privilege or confidentiality with respect to their Engagement Letter. Moreover, nothing asserted herein should constitute a waiver of any rights to assert privilege and/or confidentiality over this document and/or any other documents. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is misidentified. The email chain consists of an email from Erin Burr to various parties, including Taylor, with a common interest in seeing certain loans be properly collateralized. That email was forwarded by Taylor to David Ponto. The subject matter is purely one of company governance. The Erin Burr email had attached a proposed letter to the Board of B-Mex but that letter is not a part of this document. The email from Burr to Taylor was followed up by email discussions between Taylor and Ponto. Neil Ayervais is not a part of the email chain. Erin Burr is not an attorney.

	The initial email from Erin Burr contained no claim of privilege or request for confidentiality and the letter attached to that email contained no claim of privilege or request for confidentiality. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Taylor was not a client of QEU&S at this time so there should be no expectation of privacy. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing <u>the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. Taylor notes that he was already in possession of this document prior to the AAA Arbitration and produced a copy of the same letter without the identifying markings from the AAA Arbitration.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 170 - Doc ID Number 4936	
Requested Party	Date: 10/03/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration, particularly confidential fee arrangement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules,

	Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 10/03/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated

	by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 171 - Doc ID Number 6379	
Requested Party	Date: 01/15/2014
	Author: Neil Ayervais
	Recipients: Gordon Burr, Erin Burr, Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **6558**] Email from Neil Ayervais to Gordon Burr, Erin Burr, and Randall Taylor attaching draft complaint.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication

	is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The date of this document, January 15, 2014 predates the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectfully. This document is missing the email that transmitted the document which should be added to make the document complete. The transmittal email of January 15, 2014 requested Claimant Taylor's comments on this document. The transmittal email was sent with no claim of privilege or request for confidentiality in the email and there is no claim of privilege or request for confidentiality in the document; therefore Ayervais waived all claims of privilege as to this document by sharing the document with Taylor who was not a party to the litigation. Taylor was not a client of Ayervais in this matter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert

Document log number 172 - Doc ID Number 6404	
Requested Party	Date: 10/25/2018
	Author(s)/Sender(s): Joseph Mellon, Charles Torres
	Recipient(s): Randall Taylor

	Letter from outside counsel to the B-Mex Companies to counsel to Randall Taylor reflecting, *inter alia*, legal advice in regards to matters pertaining to the B-Mex Companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members. This document was also prepared for the purposes of providing legal advice. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is addressed solely to Claimant Taylor and contains no request or provision for confidentiality or claims of privilege. The document deals with a dispute over company governance matters and is not protected as it is a business record. Taylor was not the client of attorneys Joseph Mellon and Charles Torres. Privilege rests with Claimant Taylor and is his to waive. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced. There is no reason not to produce the document.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 173 - Doc ID Number 6137	
Requested Party	Date: 04/05/2017
	Author: Randall Taylor
	Recipients: David Orta

	Attorney client communication involving issues related to the NAFTA case Arbitration
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 174 - Doc ID Number 5475	
Requested Party	Date: 10/05/2016
	Sender: Neil Ayervais
	Recipient: Randall Taylor
	Letter from B-Mex corporate counsel to Randall Taylor mentioning NAFTA case and litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication between Claimants, including B-Mex corporate counsel, discusses NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is a letter dealing primarily with unpaid obligations, corporate governance matters and access to company documents. There was no claim of privilege or request for confidentiality by Ayervais in the letter. Any privilege regarding the letter to Taylor should be Taylor's to waive and by his production of the document, he has waived the privilege. There is only one mention of the existence of the NAFTA litigation and no discussion of litigation strategy. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 175 - Doc ID Number 5572	
Requested Party	Date: 03/21/2018
	Sender: Randall Taylor
	Recipients: David Orta, Erin Burr
	Duplicate of Document Log Number 112 in Annex B to PO13 Email from Randall Taylor to David Orta concerning NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).

Requesting Party	Please refer to Respondent´s response re Document log number "112 in Annex B to PO13".
Tribunal	Tribunal refers to its decision on Document Log Number 112 in Annex B to PO13.

Document log number 176 - Doc ID Number 5484	
Requested Party	Date: 09/16/2016
	Author: Robert Brock
	Recipients: Randall Taylor
	Email and accompanying attachment addressed to B-Mex corporate counsel Neil Ayervais relating to B-Mex matters
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 177 - Doc ID Number 6128	
Requested Party	Date: 01/04/2018
	Sender: Randall Taylor

	Recipient: David Orta, Phillip Parrott, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s): **6129**] Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 178 - Doc ID Number 5402	
Requested Party	Date: 10/19/2016
	Author: Erin Burr
	Recipients: B-Mex members
	Email to B-Mex members reflecting legal advice and confidential terms of engagement with Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel as well as the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II dealing with funding related to the NAFTA arbitration.

	The information in the 10/19/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 179 - Doc ID Number 5436	
Requested Party	Date: 06/20/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Jennifer Osgood
	Email and letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letter were made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.

Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 180 - Doc ID Number 5921	
Requested Party	Date: 10/20/2016
	Author: Randall Taylor
	Recipients: Erin Burr, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality anywhere in the correspondence, either by Ayervais or Taylor. It is a correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. There is no mention of any terms contained in the Quinn Emanuel Engagement Letter or the NAFTA litigation. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that

	identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 181 - Doc ID Number 6616	
Requested Party	Date: 03/25/2016
	Author: Neil Ayervais
	Recipient: Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **6657**] Email reflecting legal advice from B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice of B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The subject document is a letter, not an email, from Ayervais to Taylor. It is a correspondence regarding a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. There was no claim of privilege or request for confidentiality anywhere in the letter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Taylor was not a client of Mr. Ayervais nor was he seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 182 - Doc ID Number 5524	
Requested Party	Date: 10/25/2017
	From: Erin Burr
	To: David Orta; Neil Ayervais; Randall Taylor

	Email communication between claimants and NAFTA counsel regarding settlement in B-Mex litigation, NAFTA engagement agreement, and NAFTA litigation strategy
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 183 - Doc ID Number 4675	
Requested Party	Date: 10/09/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Miguel Noriega
	Communication from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 184 - Doc ID Number 5280	
Requested Party	Date: 12/29/2015
	Sender:
	Recipient:
	Transcript of recording of conversation between Randall Taylor and Gordon Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*

	Document 5280 is a transcript of a recorded conversation between Randall Taylor, Gordon Burr and Erin Burr dealing with, among other things, an outstanding loan and governance issues involving the company and standard business communications. **At the time of this conversation, Taylor was not a client of QEU&S** as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. Because of the date of this recording, there were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The information in this recording was obtained prior to Taylor becoming a client of QEU&S and produced after he is no longer a client of QEU&S. The privilege is Taylor's to waive and by producing the document, he has done so. At no time did Gordon Burr or Erin Burr make any indication, request or claim that any of the information they shared was to be considered confidential or privileged. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 185 - Doc ID Number 6062	
Requested Party	Date: 04/21/2017
	Author: Randall Taylor
	Recipients: David Orta , Phillip Parrot
	[Note this document is duplicative of Document ID Number(s): **6064**] Communication discussing privileged and confidential settlement in Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also discusses a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 186 - Doc ID Number 6248	
Requested Party	Date: 03/29/2019
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **5996, 6423, 6536**] Letter from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 187 - Doc ID Number 4806	
Requested Party	Date: 01/04/2016
	Author: Randall Taylor
	Recipient: David A. Ponto
	Email chain between B-Mex management and members of B-Mex reflecting information related to the confidential terms of the Engagement Agreement between Claimants and their NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 188 - Doc ID Number 6608	
Requested Party	Date: 03/12/2018
	Sender: Randall Taylor
	Recipients: David Orta, Phillip Parrott

	Email from Randall Taylor to NAFTA Counsel regarding NAFTA case and terms of engagement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 189 - Doc ID Number 5550	
Requested Party	Date: 10/24/2016
	Author: Randall Taylor
	Recipients: Neil Ayervais, Gordon Burr Dan Rudden, John Conley, Erin Burr
	Communication between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles

	9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 190 - Doc ID Number 6034	
Requested Party	Date: 04/25/2017
	Author: David Orta
	Recipients: Randall Taylor, Phillip Parrot, Charles Eskridge, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s): **6063**] Communication discussing privileged and confidential settlement in Chow case
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also discusses a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 191 - Doc ID Number 5688	
Requested Party	Date: 10/14/2016
	Author: Randall Taylor
	Recipients: Erin Burr, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication requesting involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the

	communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties but primarily between Ayervais, Taylor and B-Mex managers. The topic of the correspondence was company governance and access to company records. This document is a company record. Some of the issues go to the core of the current arbitration. There was no claim of privilege or request for confidentiality anywhere in the correspondence by anyone. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais nor was he his client. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 192 - Doc ID Number 5074	
Requested Party	Date: 03/20/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr
	Email from Randall Taylor to David Orta concerning NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 193 - Doc ID Number 4922	
Requested Party	Date: 02/04/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential,

	privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II dealing with funding related to the NAFTA arbitration. The information in the 02/04/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, <u>by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>.

	The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 194 - Doc ID Number 5734	
Requested Party	Date: 03/13/2017
	Sender: Randall Taylor
	Recipient: Neil Ayervais
	[Note this document is duplicative of Document ID Number(s): **6154, 6253**]

	Letter from Randall Taylor to B-Mex corporate counsel discussing NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects and requests legal advice from B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*. There is no response or writing in this document from any party other than Taylor. The document is routine company business correspondence. There was no claim to confidentiality or claim of privilege in the letter. The letter deals with issues regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is but one sentence in the entire four-page letter that even mentions the NAFTA litigation and then only tangentially. There is no mention of QEU&S nor its Engagement Letter nor any strategies in this arbitration. The letter includes as an attachment, an email from Gordon Burr to the B-MEX Board dated 7.29.16. The Tribunal already ruled in favor of production to this extent: From Annex A to PO#13, Document Log 17: "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, <u>subject to</u> the redaction of those portions recording or

	reflecting the terms of the Claimants' Engagement Agreement with QEU&S save insofar as it is already available to the public from the proceedings before the Denver District Court." To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 195 - Doc ID Number 5857	
Requested Party	Date: 09/09/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email chain between NAFTA counsel, Randall Taylor, and Randall Taylor counsel regarding settlement agreement in Chow case, NAFTA litigation strategy, and terms of engagement of NAFTA counsel
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by NAFTA counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential,

	privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 196 - Doc ID Number 6057	
Requested Party	Date: 04/21/2017
	Author: David Orta
	Recipients: Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **6058**] Communication discussing privileged and confidential settlement in Chow case
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also discusses a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 197 - Doc ID Number 5250	
Requested Party	Date: 02/14/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Ernest Mathis, Erin burr
	Email chain between Erin Burr, Earnest Mathis and Mr. Taylor reflecting, inter alia, terms of Claimants' Engagement Agreement with NAFTA Counsel and confidential settlement agreement related to NAFTA Arbitration.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it relates to a confidential settlement agreement related to NAFTA Arbitration. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of any portion reflecting terms of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 198 - Doc ID Number 5924	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr; Gordon Burr; Dan Rudden; John Conley; Randall Taylor
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from

	disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an email chain between Taylor and Ayervais with the others being addressed but not participating in the correspondence. There was no claim of privilege or request for confidentiality anywhere in the correspondence, by Taylor or by Ayervais or the other parties. The email chain deals with company governance and access to company records. There are no mentions of this NAFTA arbitration or QEU&S or its Engagement Agreement in the email chain or the attached letter. The document is a company record. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 199 - Doc ID Number 5903

Requested Party	Date: 02/20/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr; Neil Ayervais; Gordon Burr; Dan Rudden; Nick Rudden
	Email communication discussing settlement negotiations and reflecting mental impressions and legal advice from B-Mex outside counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting settlement discussions and mental impressions of B-Mex outside counsel. As such this communication is protected from disclosure as it communicates regarding the substance of a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. There are no requests for confidentiality or claims of privilege in the email chain. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re*

	Subpoena, 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 200 - Doc ID Number 6111	
Requested Party	Date: 01/31/2018
	Sender: Julianne Jaquith
	Recipient: Randall Taylor; David Orta; Phillip Parrott
	Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well.

	Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 201 - Doc ID Number 5321	
Requested Party	Date: 11/16/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email chain between Ms. Burr, Mr. Burr, and Mr. Taylor containing information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA Arbitration, and relaying mental impressions and legal advice of Claimants' NAFTA Counsel regarding the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and legal advice and mental impressions of Claimants' NAFTA counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 202 - Doc ID Number 5827	
Requested Party	Date: 10/19/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	Email exchange requesting and providing legal advice on draft documents related to the Cabo transaction.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachment were made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure.

	Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence. The document is missing an attachment which should be added to make the document complete. The missing attachment is attached to the top email in the chain, sent 10/10/13 from Neil Ayervais to Randall Taylor and Gordon Burr. The attachment is "Agreement Regarding Taylor lnterest.docx" The entire document, including the missing attachment, deals with a contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. The agreement deals solely with terms for a contract between me and Mr. Ferdosi et al, <u>not with B-Cabo or B-Mex</u>. If the document itself is privileged, the privilege is mine to waive. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive. As the subject document referenced a proposed BCABO contract as one of the Exhibits, I offered them the opportunity to comment or suggest amendments. The attachment to the email is clearly not confidential as it is the proposed agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. <u>Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the agreement which was attached to the email.</u> Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would

	be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 203 - Doc ID Number 5796	
Requested Party	Date: 04/12/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Gordon Burr; Daniel Rudden; John Conley; Erin Burr; Randall Taylor
	Email chain between NAFTA counsel and B-Mex members regarding NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the

	IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 204 - Doc ID Number 5130	
Requested Party	Date: 03/19/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Claimants
	Email from Erin Burr to Claimants reflecting NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting legal advice, attorney work-product or communications with NAFTA counsel regarding the NAFTA arbitration.

Document log number 205 - Doc ID Number 5591	
Requested Party	Date: 07/14/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr
	Email communication and attachment reflecting legal advice/instructions from Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of communicating legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the

	substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 206 - Doc ID Number 5258	
Requested Party	Date: 10/22/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Robert Brock; Vance Brown; Neil Ayervais
	Email communication and attachment between counsel for Mr. Brock and corporate counsel for the B-Mex companies
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Document deals primarily with corporate governance issues and requests for documents and was not a request for legal advice. The document is routine correspondence and business record not subject to privilege The document was forwarded to Claimant Taylor by Robert Brock without any claims of privilege or request for confidentiality. The information in the 10/19/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general

	membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any other statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 207 - Doc ID Number 5841	
Requested Party	Date: 12/29/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Erin Burr; Neil Ayervais; David Orta

	Email chain between Claimants' NAFTA Counsel, Mr. Taylor, Claimants, and B-Mex's outside corporate counsel, requesting and discussing legal advice from NAFTA Counsel regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 208 - Doc ID Number 4890	
Requested Party	Date: 09/09/2015
	Author(s)/Sender(s): Michael Kennedy
	Recipient(s): Neil Ayervais; Luc Pelchat; Benjamin Chow; Jake Kalpakian; Dale Rondeau; Brenda Yamanaka; Gordon Burr; Erin Burr
	Email communications with B-Mex counsel containing legal advice regarding merger with Grand Odyssey.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letter were made for the purposes of securing and communicating legal advice from B-Mex counsel regarding a transaction involving the Juegos Companies. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 209 - Doc ID Number 4915	
Requested Party	Date: 12/01/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality in the underlying letter from Brock. The original version of this letter from Brock dealt with several topics regarding company governance and access to records. This version of the letter contains a response to the Brock questions from Gordon Burr. This email of Burr's response to the Brock letter, was sent out to over 200 B-Mex and B-Mex II members and others by Management on December 1, 2015. As noted, the letter was not protected and kept confidential by the Boards of the manager run B-Mex companies but rather was forwarded to the general membership of the companies via email on December 1, 2015. The forwarding of the letter to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder notice from management in a standard USA "C" corporation. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration</u>

	itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex, by producing the document in a non-confidential forum, has waived their claim to privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. The correspondence pre-dates the February 25, 2016 Engagement Agreement thus, at the time of this recording, QEU&S having expectations under the terms of the Engagement Agreement was not possible. With novation of the 2015 Engagement Agreement, the February 25, 2016 contract voided the previous Engagement Agreement. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 210 - Doc ID Number 5939	
Requested Party	Date: 07/24/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley
	Letter from Randall Taylor to B-Mex's outside corporate counsel seeking legal advice relating to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of seeking legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is mischaracterized as Taylor seeking legal advice. The letter is addressed to B-Mex LLC and deals with company governance and access to records. The Letter contains no request for legal advice. There is no response from B-Mex or QEU&S or any other party in this document. There was no claim of privilege or request for confidentiality in the Letter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that

	identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 211 - Doc ID Number 5701	
Requested Party	Date: 05/22/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Jennifer Osgood
	Email and letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 212 - Doc ID Number 5466	
Requested Party	Date: 04/12/2017

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication between Mr. Taylor and David Orta requesting legal advice
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for legal advice from Quinn Emanuel when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 213 - Doc ID Number 5603	
Requested Party	Date: 02/23/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipients: Randall Taylor; Gordon Burr; Daniel Rudden; Tery Larrew
	Email from Neil Ayervais to Randall Taylor regarding legal response from B-Mex managers to letter from Randall Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for the purposes of securing legal advice of B-Mex Counsel. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email is a response to Taylor's February 16, 2016 letter of demand for payment, a routine business correspondence and not privileged. This document is a business record. There was no claim of privilege or request for confidentiality in the email by Ayervais.

	At the time of this communication, Taylor was not a client of QEU&S as he did not sign an Engagement Agreement with QEU&S until May 23, 2016. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 214 - Doc ID Number 6043	
Requested Party	Date: 01/21/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor; Gordon Burr; Erin Burr
	Email exchange providing legal advice related to the filing of a complaint in Colorado court.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the

	communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain exchange has nothing to with legal advice and is mischaracterized. The email chain is merely an exchange with Taylor asking for information regarding the date of a certain event and Ayervais responding. No legal advice was provided. Taylor was not Ayervais's client in the matter and was not a participant in the litigation. The letter pre-dates by years the revised February 25, 2016 Engagement Agreement thus, at the time of this email, QEU&S having expectations under the terms of the Engagement Agreement was not possible. There was no claim of privilege or request for confidentiality in the email chain, either by Taylor or Ayervais in his response. Ayervais waived any claim to attorney client privilege with the response. The information provided by Ayervais is of public record and should not be considered privileged or confidential. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 215 - Doc ID Number 5315	
Requested Party	Date: 02/14/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Ernest Mathis; Erin burr
	Email chain between Erin Burr, Earnest Mathis and Mr. Taylor reflecting, *inter alia*, terms of Claimants' Engagement Agreement with NAFTA Counsel and confidential settlement agreement related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it relates to a confidential settlement agreement related to NAFTA Arbitration. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 216 - Doc ID Number 4665

Requested Party	Date: 01/18/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, *inter alia*, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 09/13/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice

	or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 217 - Doc ID Number 4692	
Requested Party	Date: 07/22/2019
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, *inter alia*, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 07/22/2019 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, <u>by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to

	produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 218 - Doc ID Number 6017	
Requested Party	Date: 03/09/2017
	Author: Neil Ayervais
	Recipients: Randall Taylor; David Ponto; Gordon Burr; Dan Rudden;, John Conley; Suzanne Goodspeed; Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in

	International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 219 - Doc ID Number 5999	
Requested Party	Date: 04/26/2019
	Author(s)/Sender(s): Joseph Mellon; Charles Torres
	Recipient(s): Jennifer Osgood
	Email from outside counsel to the B-Mex Companies to counsel to Randall Taylor and David Ponto reflecting, inter alia, confidential settlement negotiations between members of B-Mex companies, details of the Engagement Agreement between Claimants and NAFTA Counsel, and strategy related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 220 - Doc ID Number 4985	
Requested Party	Date: 06/24/2020

	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email communication from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By June 24, 2020, the date of the email, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege by QEU&S or David Orta. The email from Woo and Orta of QEU&S contain no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 221 - Doc ID Number 6065	
Requested Party	Date: 10/25/2017

	From: David Orta
	Recipient(s): Erin Burr; Neil Ayervais; Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **6068**] Email communication between claimants and NAFTA counsel regarding NAFTA engagement agreement and NAFTA litigation strategy
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 222 - Doc ID Number 6617 Intentionally Left Blank	
Requested Party	Date:
	Author(s)/Sender(s):
	Recipient(s):
Requesting Party	

Tribunal	

Document log number 223 - Doc ID Number 5919	
Requested Party	Date: 10/25/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Neil Ayervais; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding NAFTA engagement agreement and NAFTA litigation strategy
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 224 - Doc ID Number 4718	
Requested Party	Date: 10/09/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Benjamin Chow
	Communication prepared by NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 225 - Doc ID Number 5707	
Requested Party	Date: 02/25/2017 / 02/23/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Dan Rudden; Gordon Burr
	Email chain between Mr. Taylor and certain managers of B-Mex reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA counsel and relaying advice and mental impressions of Claimants' NAFTA counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their discussion with NAFTA Counsel regarding the NAFTA case would remain privileged and confidential. Mr. Taylor cannot unilaterally waive the privilege, as it belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 226 - Doc ID Number 6413

Requested Party	Date: 03/14/2017
	Author(s)/Sender(s): David A. Ponto
	Recipient(s): Neil Ayervais
	Note this document is duplicative of Document ID Number(s): **5738, 6445, 6539** **Duplicate of Document Log Number 96 in Annex B to PO13** Letter from Mr. Ponto to B-Mex's outside corporate counsel reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Ponto letter is four pages in length regarding highly relevant company governance issues and demands for records. The Letter contains only three references to NAFTA, two of which are basically just acknowledging the existence of the arbitration. There is no claim of privilege or request for confidentiality in the letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The majority remainder of the document should be disclosed. Taylor is accepting of the Tribunal's order in Log 96 of Annex B to PO#13. The Document should be produced.
Requesting Party	Please refer to Respondent´s response re Document log number "96 in Annex B to PO13".
Tribunal	Tribunal refers to its decision on Document Log Number 96 in Annex B to PO13.

Document log number 227 - Doc ID Number 6208	
Requested Party	Date: 09/11/2018
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Randall Taylor; David Ponto; Neil Ayervais

	Draft settlement agreement reflecting information related to confidential settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication was made for the purposes of settlement negotiations and the parties to the communication expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Article 9.3(b) and 9.3(c), the document is protected from disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 228 - Doc ID Number 6578	
Requested Party	Date: 10/20/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais; Gordon Burr
	Email exchange and accompanying attachment between Randall Taylor, Neil Ayervais, and Gordon Burr reflecting a request for legal advice and attorney work product.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments reflect legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication and attachments are protected from disclosure under attorney-client privilege and attorney work product, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence. The document is missing the transmittal email from Burr which should be added to make the document complete. The document is a proposed contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano

	Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. The agreement deals solely with terms for a contract between Claimant Taylor and Mr. Ferdosi et al, not with B-Cabo or B-Mex. If the document itself is privileged, the privilege is Taylor's to waive. If Mr. Ayervais were deemed to be Claimant Taylor's attorney, the attorney client privilege with him would be Taylor's to waive. As the subject document referenced a proposed BCABO contract as one of the Exhibits, Burr and Ayervais were offered the opportunity to comment or suggest amendments. The attachment to the email is clearly not confidential as it is the proposed agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the agreement which was attached to the email. Clearly any claims to confidentiality to that attached agreement are Taylor's alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 229 - Doc ID Number 5851	
Requested Party	Date: 09/08/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor; Phillip Parrott
	Email chain between NAFTA counsel, Randall Taylor, and Randall Taylor's counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA litigation strategy, and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by NAFTA counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 230 - Doc ID Number 5044	
Requested Party	Date: 08/18/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley; Neil Ayervais; Dan Rudden; Gordon Burr
	Email exchange between Randall Taylor, the B-Mex Board, and B-Mex outside counsel discussing a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*

	The email chain deals with claims of a debt owed to Taylor and is a business dispute, the communication about which is not privileged. None of the emails in the chain make any claim of confidentiality or privilege. At this time there were no privileged settlement negotiations ongoing as the process and claim were just being initiated and no party had made such a claim of confidentiality or demand for privilege. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 231 - Doc ID Number 5152	
Requested Party	Date: 08/05/2016
	Author(s)/Sender(s):
	Recipient(s):
	Minutes of Special Meeting of the Managers of reflecting, *inter alia*, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 232 - Doc ID Number 5046	
Requested Party	Date: 10/05/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Note this document is duplicative of Document ID Number(s): **5894** Email from Erin Burr to B-Mex members reflecting, *inter alia*, information related to the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 10/05/2018 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 233 - Doc ID Number 5065	
Requested Party	Date: 05/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Frank Kramer
	Communication between Mr. Taylor and another B-Mex member discussing confidential NAFTA fee arrangement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an email exchange that mentions the existence of an agreement tangentially related to B-Mex II and the QEU&S Engagement Letter but does not provide any details whatsoever as to that agreement or the QEU&S Engagement Letter. Despite a representation in one email of "copy attached", that copy was omitted and not included in the transmission. <u>No copy of any document is contained in the email exchange.</u> No privileged or confidential information is revealed in the document thus it should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the NAFTA fee arrangement.

Document log number 234 - Doc ID Number 6079	
Requested Party	Date: 05/22/2019

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Jennifer Osgood; Julianne Jaquith; Ana Luna
	Email chain between Claimants' NAFTA Counsel to Mr. Taylor made for the purposes of seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email chain was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 235 - Doc ID Number 5740	
Requested Party	Date: 08/23/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Philip Parrott
	Note this document is duplicative of Document ID Number(s): **5741** Email chain between Randall Taylor to NAFTA Counsel reflecting, *inter alia*, legal advice and strategy in relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 236 - Doc ID Number 6124	
Requested Party	Date: 01/04/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Phillip Parrott; Julianne Jaquith
	Note this document is duplicative of Document ID Number(s): **6125**

	Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 237 - Doc ID Number 5312	
Requested Party	Date: 10/19/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; John Conley; Neil Ayervais; Erin Burr
	Email and attachments from Mr. Taylor to outside B-Mex corporate counsel and B-Mex management, including exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, *inter alia*, details of the Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The document deals with Company Governance and calls for an election and is a standard business communication, thus it should be produced. This document is a company business record. Much of the information contained in document is also contained in and is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and is currently available to the public without limitation. Thus that information is no longer subject to privilege. There are no claims of privilege or request for confidentiality in the document. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 238 - Doc ID Number 4751	
Requested Party	Date: 10/11/2017
	Author(s)/Sender(s): Maria Fernanda Rea Anaya
	Recipient(s): Julio Gutierrez Morales

	Communication and letter prepared by Mexican co-counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA co-Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 239 - Doc ID Number 4923	
Requested Party	Date: 03/01/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, *inter alia*, information related to the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice provided by NATA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential,

	privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 03/01/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead<u>, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was

	initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 240 - Doc ID Number 4640	
Requested Party	Date: 09/22/2015
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David A. Ponto
	Email forwarding communication from Erin Burr to members of B-Mex discussing confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other

	work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting terms of the Engagement Agreement between Claimants and their NAFTA Counsel.

Document log number 241 - Doc ID Number 5606	
Requested Party	Date: 08/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Dan Rudden; Neil Ayervais; John Conley
	Duplicate of **Document Log Number 78 in Annex B to PO13** Email communication reflecting confidential settlement discussions and reflecting terms of the QE Engagement Letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such, this communication is protected from disclosure as it discusses a confidential settlement agreement. IBA Rules, Articles 9.2(b), and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* The document shows correspondence regarding settlement of a debt claim, a business dispute. The correspondence were not confidential as no party had sought to make the discussions confidential or subject to privilege. There was no mention of the NAFTA arbitration other than a reference that funds received under the NAFTA arbitration might be a source of funding of the repayment. There was no claim of privilege or request for confidentiality in the email chain by any party. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable.

	Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Please refer to Respondent's response re Document Log Number 78 in Annex B to PO13.
Tribunal	Tribunal refers to its decision on Document Log Number 78 in Annex B to PO13.

Document log number 242 - Doc ID Number 5875	
Requested Party	Date: 10/23/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): Neil Ayervais
	Email from David Ponto to outside B-Mex corporate counsel regarding, and attaching, letter from outside B-Mex corporate counsel l to Mr. Taylor and other members of the B-Mex companies reflecting, *inter alia*, legal advice in regards to B-Mex company matters and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of outside B-Mex corporate counsel. The parties to the letter expected that any discussions with B-Mex counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to other B-Mex members as well, some of which are copied of the communication. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* The document shows discussions regarding matters of corporate governance and access to records. The attachment, the referenced letter from outside B-Mex corporate counsel to Mr. Taylor, is not included with the document and should be added to make the document complete. There was no claim of privilege or request for confidentiality in the email from Ponto or in the referenced attached letter. There was no request for legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would

	be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 243 - Doc ID Number 5456	
Requested Party	Date: 10/22/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr; Randall Taylor; Neil Ayervais; Gordon Burr; John Conley; Daniel Rudden
	Email chain between Randall Taylor and B-Mex corporate counsel reflecting legal advice on behalf of the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. This arbitration is mentioned but once and provides no details. The terms of the QEU&S Engagement Letter are not mentioned or discussed. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 244 - Doc ID Number 6142	
Requested Party	Date: 04/04/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Attorney client communication involving issues related to the NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 245 - Doc ID Number 5797	
Requested Party	Date: 08/23/2019
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s): **5803** Email from David Orta to Mr. Taylor relaying attachment providing legal advice, mental impressions, and strategy of counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The parties to the Engagement Agreement, including NAFTA Counsel, expected that their discussions pertaining to the NAFTA Arbitration would be confidential,

	privileged, and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 246 - Doc ID Number 5382	
Requested Party	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Index of Exhibits to Claimants' More Definite Statement Regarding the Basis of its Claims in the AAA Arbitration reflecting, *inter alia*, information related to Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an Index in the AAA Arbitration which contains no information regarding the QEU&S Engagement Letter but does acknowledge the existence of the letter. The AAA Arbitration dealt with numerous issues of company governance which are relevant to this arbitration. A mere mention of the NAFTA arbitration is not enough to render the document privileged.

	To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)

Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 247 - Doc ID Number 5622	
Requested Party	Date: 08/19/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr; Erin Burr; Dan Rudden; Randall Taylor; John Conley
	Email communication attaching a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, *inter alia*, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such, this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows discussions regarding settlement of the Debt claim, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential. Taylor was not seeking legal advice. Mr. Ayervais did not provide legal advice. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

	A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)

Tribunal	Objection dismissed. Document to be produced in full.

Document log number 248 - Doc ID Number 6014	
Requested Party	Date: 03/10/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor; David Ponto; Gordon Burr; Dan Rudden; John Conley; Suzanne Goodspeed; Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine, as it reflects legal advice regarding implications of issues related to settlement to NAFTA Arbitration. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 249 - Doc ID Number 5090	
Requested Party	Date: 05/22/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Jennifer Osgood
	Email and letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules,

	Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 250 - Doc ID Number 4684	
Requested Party	Date: 10/17/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Benjamin Chow
	Email chain reflecting communications prepared by NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 251 - Doc ID Number 5814	
Requested Party	Date: 04/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication requesting legal advice from Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for legal advice from Quinn Emanuel when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication

	also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 252 - Doc ID Number 5886	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr; Gordon Burr; Dan Rudden; John Conley; Randall Taylor
	Email communication between Mr. Taylor and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 253 - Doc ID Number 5822	
Requested Party	Date: 12/31/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email exchange discussing documents for preparation of demand letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for documents and legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. Specifically, Mr. Taylor requests documents and "any other help" that B-Mex Corporate

	counsel could provide. Moreover, put into context, this request was followed shortly thereafter by a request that B-Mex Corporate counsel prepare a complaint on the same subject matter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence. It is merely a request for copies of documents related to a business transaction. There is no claim of privilege or request for confidentiality in the email, either by Taylor or Ayervais. Taylor was not a client of Ayervais on this matter. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 254 - Doc ID Number 5918	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr; Gordon Burr; Dan Rudden; John Conley; Randall Taylor
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually, but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with matter of company governance and the access to company records. There is no claim of privilege or request for confidentiality in the email chain, either by Taylor or Ayervais or any other parties. There are no references in the document to this arbitration or QEU&S. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 255 - Doc ID Number 4961	
Requested Party	Date: 08/08/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Erin Burr
	Email chain in which Mr. Taylor responds to a Member update for B-Mex and B-Mex II containing legal advice regarding NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected under attorney-client privilege. The document also reflects information related to confidential fee arrangement between NAFTA Counsel and Claimants in the NAFTA arbitration. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting (a) legal advice regarding NAFTA Arbitration; and (b) confidential fee arrangement between NAFTA Counsel and Claimants in the NAFTA arbitration.

Document log number 256 - Doc ID Number 5736	
Requested Party	Date: 12/14/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr; Neil Ayervais; Randall Taylor; Phil Parrot; Mike Drews; Jeffrey Springer; David Orta

	Email communication in furtherance of a settlement reflecting legal advice from B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually, but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 257 - Doc ID Number 5672	
Requested Party	Date: 06/05/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Note this document is duplicative of Document ID Number(s): **5677, 5681** Email and letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration and reflecting, *inter alia*, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By June 5, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege.

	The email and letter from Taylor contains no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. The document was written solely by Claimant Taylor and contains no response or writing of any kind from QEU&S/Orta. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 258 - Doc ID Number 5722	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais; David Ponto; Erin Burr; Gordon Burr
	Email chain between Randall Taylor, David Ponto, Neil Ayervais and Gordon Burr reflecting, *inter alia*, information related to confidential settlement negotiations between members of B-Mex companies, and legal advice provided by outside B-Mex corporate counsel, as well as details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain

	confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article

	9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 259 - Doc ID Number 5080	
Requested Party	Date: 05/16/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Note this document is duplicative of Document ID Number(s): **5083** Email and letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 260 - Doc ID Number 4994	
Requested Party	Date: 08/16/2019

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Note this document is duplicative of Document ID Number(s): **4996** Email and attachment letters from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration and reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letters were made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that the Engagement Agreement and any terms related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The attachment letter was not included with Doc ID Number 4994 but should be added as the document is incomplete. The missing attached letter is: 19.8.16 RT letter to QE re go forward plan arbitration.pdf. There was no response from QEU&S in this document thus they have no claim for privilege on their part. The email and letter are from Taylor individually and not as a member of any LLC. As Taylor was represented by QEU&S as an individual, any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. It should be noted Taylor is no longer represented by QEU&S. "A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 261 - Doc ID Number 6044	
Requested Party	Date: 04/25/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Phillip Parrot; Michael Drews; Charles Eskridge; Julianne Jaquith; David Orta
	Communication discussing confidential settlement in *Chow* case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also discusses a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 262 - Doc ID Number 6605	
Requested Party	Date: 09/16/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Members of B-Mex; B-Mex II; and Palmas South
	Email communication reflecting terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential information can be identified and redacted)

Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting terms of Quinn Emanuel Engagement.

Document log number 263 - Doc ID Number 4928	
Requested Party	Date: 10/23/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais; Gordon Burr
	Note this document is duplicative of Document ID Number(s): **5479** Email from Randall Taylor to Neil Ayervais and Gordon Burr requesting legal advice on draft documents related to the Cabo transaction.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence. The document is missing an attachment which should be added to make the document complete. The missing attachment is "Investment Agreement Regarding Taylor Interest Final 10.23.13.docx" Taylor provided the entire document and there is no response from Ayervais or Burr in the document, thus any privilege would be Taylor's to waive. The entire document, including the missing attachment, deals with a contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of this agreement. The agreement deals solely with terms for a contract between Claimant Taylor and Mr. Ferdosi et al, <u>not with B-Cabo or B-Mex</u>. Mr. Taylor was not Mr. Ayervais's client. Mr. Ayervais was not acting in his capacity as B-Mex's attorney. If Mr. Ayervais were deemed to be Claimant Taylor's attorney, the attorney client privilege with him would be Taylor's to waive.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 264 - Doc ID Number 6596	
Requested Party	Date: 01/17/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr; Erin Burr; Randall Taylor
	Duplicate of **Document Log Number 102 in Annex B to PO13** Email from Neil Ayervais to Gordon Burr and Erin Burr reflecting legal advice and attorney work product.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect legal advice and attorney work product from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore,

	under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is missing the transmittal email. All that was provided was the attachment, which is a copy of an unfiled legal complaint. The transmittal email should be added to the document to make it complete. Neither the email nor the attachment contain any claim of privilege or request for confidentiality. Taylor was not a client of Ayervais in this matter. Taylor was not a party to the complaint. By providing the complaint to Taylor via email, the document is no longer subject to any attorney client privilege. The date of this document, January 17, 2014, predates the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectively. The Document should be produced.
Requesting Party	Please refer to Respondent's response re Document Log Number 102 in Annex B to PO13.
Tribunal	Tribunal refers to its decision on Document Log Number 102 in Annex B to PO13.

Document log number 265 - Doc ID Number 6509	
Requested Party	Date: 10/16/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor; David Ponto; Jerry Schempp; Linda Brock; Frank Framer; Kathleen Crooks
	Note this document is duplicative of Document ID Number(s): **6152, 6203, 6351** Letter from outside B-Mex corporate counsel 1 to Mr. Taylor and other members of the B-Mex companies reflecting, *inter alia*, legal advice in regards to B-Mex company matters and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of outside B-Mex corporate counsel. The parties to the letter expected that any discussions with B-Mex counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to other B-Mex members as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not

	subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications. The document is a company record. The letter is a response to a previous demand letter. No advice or opinion was sought in the previous demand letter. No legal advice is rendered in the subject document. There was no claim of privilege or request for confidentiality in the letter from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 266 - Doc ID Number 6414	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais

	Note this document is duplicative of Document ID Number(s): **6165, 6289, 6295, 6321, 6426, 6448, 6453, 6541, 6581** Duplicate of **Document Log Number 97 in Annex B to PO13** Letter from Mr. Taylor to B-Mex outside corporate counsel which discusses terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a demand letter dealing with access to company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence. The document is a company record. In the document written by Taylor, there is but two general references to the existence of NAFTA Arbitration with no details provided whatsoever, regarding QEU&S, the QEU&S efforts in this arbitration nor the QEU&S Engagement Letter. There is no response or other writings from Ayervais or B-Mex and B-Mex II. The entire document was written by Taylor; thus any privilege is his to waive. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Please refer to Respondent's response re Document Log Number 97 in Annex B to PO13
Tribunal	In light of the parties' further submissions, the Tribunal amends its decision in Document Log Number 97 in Annex B to PO13: Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 267 - Doc ID Number 5905	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr; Gordon Burr; Dan Rudden; John Conley; Neil Ayervais
	Email communication between Mr. Taylor and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence and a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 268 - Doc ID Number 5673	
Requested Party	Date: 02/20/2017
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Neil Ayervais; Randall Taylor; John Conley; Dan Rudden; Nick Rudden
	Email exchange between Mr. Burr, Mr. Ayervais, and Mr. Taylor discussing settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication discusses a privileged and confidential settlement between certain of the Claimants. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), and 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 269 - Doc ID Number 5632	
Requested Party	Date: 08/11/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Erin Burr; Dan Rudden; Neil Ayervais; John Conley
	Email communication discussing a confidential settlement offer.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, *inter alia*, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows discussions regarding settlement of the Debt claim, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential. Taylor was not seeking legal advice. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to

	promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability*. In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 270 - Doc ID Number 6301	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): L. Vance Brown; Randall Taylor
	Note this document is duplicative of Document ID Number(s): **6626**

	Communication between B-Mex corporate counsel on behalf of the B-Mex Board and L. Vance Brown, counsel to another B-Mex member, and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question consists of two separate and distinct letters, both authored by counsellor Ayervais, one addressed to L. Vance Brown, and a second separate letter to Taylor. Both letters are a response to previous inquiries dealing with access to company records and matters regarding company governance. The document (two letters) is not privileged but rather is routine company correspondence on company governance. There were no claims of privilege or requests for confidentiality anywhere in either of the two letters authored by Ayervais. . There is no mention of the NAFTA arbitration whatsoever in the letter to L Vance Brown. There is only one non-detailed reference acknowledging the existence of the NAFTA arbitration in the letter to Taylor but it provides no details whatsoever. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory

	legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 271 - Doc ID Number 5877	
Requested Party	Date: 12/30/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s): **5879** Email chain between Claimants' NAFTA Counsel, Mr. Taylor, Claimants, and B-Mex's outside corporate counsel, requesting and discussing legal advice from NAFTA Counsel regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would

	be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 272 - Doc ID Number 6542	
Requested Party	Date: 07/20/2020
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, *inter alia*, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Taylor was not seeking legal advice from QEU&S. It should be noted that by July 20, 2020, Claimant Taylor was no longer a client of QEU&S and had not been their client for multiple weeks, since May 15, 2020. The expectation of privilege of the QEU&S in their communications with Taylor should have ceased once he was no longer their client. As Taylor was no longer QEU&S's client and QEU&S mailed the letter to Taylor, the privilege would be Taylor's to waive and by producing this document he has done so. There are no requests for confidentiality or claim of privilege in the letter from Orta.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 273 - Doc ID Number 6232	
Requested Party	Date: 09/16/2020
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, *inter alia*, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Taylor was not seeking legal advice from QEU&S. It should be noted that by September 16, 2020, Claimant Taylor was no longer a client of QEU&S and had not been their client for multiple weeks, since May 15, 2020. The expectation of privilege of the QEU&S in their communications with Taylor should have ceased once he was no longer their client. As Taylor was no longer QEU&S's client and QEU&S mailed the letter to Taylor, the privilege would be Taylor's to waive and by producing this document he has done so. There are no requests for confidentiality or claim of privilege in the letter from Orta.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 274 - Doc ID Number 6094	
Requested Party	Date: 09/08/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor; Phillip Parrott
	Note this document is duplicative of Document ID Number(s): **6095** Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 275 - Doc ID Number 6076	
Requested Party	Date: 03/12/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor; Phillip Parrott; David Orta
	Email from NAFTA Counsel to Randall Taylor regarding NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for the purposes of securing legal advice from NAFTA Counsel. Various QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 276 - Doc ID Number 4959	
Requested Party	Date: 12/03/2015
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr; Gordon Burr
	Forwarded memorandum prepared by Julio Gutierrez Morales containing legal advice and mental impressions regarding the potential asset sale and the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The memorandum is privileged and not subject to disclosure, since the attorney-client privilege exists between B-Mex companies and their outside counsel and Mr. Taylor cannot unilaterally waive privilege on behalf of B-Mex companies. The recipients of the Memorandum, i.e., members of B-Mex companies, also expected that their discussion with outside counsel, including legal advice rendered by counsel, in connection with B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a) and, 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* On December 3, 2015, the date of the email to Erin Burr, Julio Gutierrez Morales was no longer outside counsel, he had resigned shortly before on December 2, 2015.

	The forwarded memorandum, authored by Morales, contains no claims of privilege, attorney client or otherwise, and no request for confidentiality. After its receipt, the Morales Memorandum was not protected and kept confidential by the Boards of the manager run B-Mex companies but rather was forwarded to the general membership of the companies via email. The forwarding of the Memorandum to non-managing members in a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 277 - Doc ID Number 5967	
Requested Party	Date: 09/14/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time

	the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 278 - Doc ID Number 5745	
Requested Party	Date: 12/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr; Phil Parrot; Mike Drews; Jeffrey Springer; Randall Taylor
	Email communication in furtherance of a settlement reflecting legal advice from B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually and also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 279 - Doc ID Number 5118	
Requested Party	Date: 12/23/2015
	Author(s)/Sender(s):
	Recipient(s):
	Note this document is duplicative of Document ID Number(s) **5127**

	Recording of conversation between Randall Taylor and Gordon Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document ID 5118 is a recorded conversation between Randall Taylor and Gordon Burr dealing primarily with, among other things, an outstanding loan and company governance. As shown in the recording, at no time did Gordon Burr make any indication or claim that any of the information shared was to be considered privileged or confidential. Taylor is the party who produced this recording and any privilege is his to waive and he has done so by producing the recording. At the time of this conversation, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. Because of this timing, there were no

	"expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen". Taylor had no expectations of privilege or confidentiality whatsoever. It should be noted that today, Taylor is no longer a client of QEU&S. The discussion pre-dates the February 25, 2016, Engagement Agreement thus, at the time of this recording, QEU&S having expectations under the terms of the Engagement Agreement was not possible. With novation of the 2015 Engagement Agreement, the February 25, 2016 contract voided the previous Engagement Agreement. Without any claims of privilege or requests for confidentiality, any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand

	against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B- Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 280 - Doc ID Number 6036	
Requested Party	Date: 04/25/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Phillip Parrot; Charles Eskridge; Julianne Jaquith; David Orta
	Communication discussing privileged and confidential settlement in *Chow* case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also discusses a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico

	action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually and also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 281 - Doc ID Number 5807	
Requested Party	Date: 04/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email chain between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA litigation strategy, and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by NAFTA counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 282 - Doc ID Number 4659	
Requested Party	Date: 09/12/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s): **5378** Letter from B-Mex's outside corporate counsel to Randall Taylor reflecting legal advice of Claimants' NAFTA Counsel regarding the case and discussing confidential terms of engagement with NAFTA Counsel and confidential fee arrangement between NAFTA Counsel and Claimants in the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that legal advice and litigation strategy of their NAFTA Counsel would be confidential and privileged. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. The document also reflects information related to confidential fee arrangement between NAFTA Counsel and Claimants in the NAFTA arbitration. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) •
Tribunal	Objection upheld.

Document log number 283 - Doc ID Number 6215	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor; David Ponto; Gordon Burr; Dan Rudden; John Conley; Suzanne Goodspeed; Nick Rudden
	Draft settlement agreement which discusses terms of the Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: This privileged and confidential settlement reflects terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting terms of the Quinn Emanuel Engagement.

Document log number 284 - Doc ID Number 6299	
Requested Party	Date: 04/25/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Phillip Parrot; Charles Eskridge; Julianne Jaquith; David Orta
	Communication transmitting confidential settlement in *Chow* case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also transmits a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 285 - Doc ID Number 5846	
Requested Party	Date: 09/08/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor; Philip Parrott
	Duplicate of **Document Log Number 63 in Annex B to PO13** Email from NAFTA Counsel to Mr. Taylor related to email chain between Mr. Taylor, NAFTA Counsel, Erin Burr and others reflecting, *inter alia*, information regarding confidential settlement agreement related to NAFTA Arbitration, mental impressions and legal advice from NAFTA Counsel, and details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In additional, the document is protected from disclosure as it relates to a confidential settlement agreement related to NAFTA Arbitration. The QEU&S Claimants expected that the settlement agreement and any information related to the same would be confidential. Also, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Please refer to Respondent's response re Document Log Number 63 in Annex B to PO13.

Tribunal	Tribunal refers to its decision on Document Log Number 63 in Annex B to PO13.

Document log number 286 - Doc ID Number 4998	
Requested Party	Date: 04/18/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Rick Lang
	Communication and attachment from Mr. Taylor to B-Mex member, including a number of attachments reflecting, *inter alia*, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 287 - Doc ID Number 5849	
Requested Party	Date: 09/09/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email chain between NAFTA counsel, Randall Taylor, and Randall Taylor counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA litigation strategy, and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by NAFTA counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this

	communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 288 - Doc ID Number 5968	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor; David Ponto; Gordon Burr; Dan Rudden; John Conley; Nick Rudden; Erin Burr
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts.

	The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...]

	(c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced..
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 289 - Doc ID Number 6189	
Requested Party	Date: 08/22/2019
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s): **6418** Letter from David Orta to Mr. Taylor providing legal advice, mental impressions and strategy of counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: QEU&S Claimants' QEU&S Claimants' basis for privilege or confidentiality claim: The parties to the Engagement Agreement, including NAFTA Counsel, expected that their discussions pertaining to the NAFTA Arbitration would be confidential, privileged, and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 290 - Doc ID Number 5420	
Requested Party	Date: 08/04/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email from Randall Taylor to NAFTA counsel discussing litigation strategy and requesting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 291 - Doc ID Number 6312	
Requested Party	Date: 06/20/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Jennifer Osgood
	Letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 292 - Doc ID Number 5538	
Requested Party	Date: 06/16/2016
	Author(s)/Sender(s):
	Recipient(s):
	Note this document is duplicative of Document ID Number(s) **5675** Recording of conversation between Randall Taylor and Daniel Rudden concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged, and protected from disclosure. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document ID 5538 is a recorded conversation between Randall Taylor and Dan Rudden, dealing primarily with, among other things, an outstanding loan and company governance. As shown in the recording, at no time did Rudden make any indication or claim that any of the information shared was to be considered confidential or privileged. Taylor produced this document.

	Taylor had no expectations of privilege or confidentiality whatsoever. It should be noted that today, Taylor is no longer a client of QEU&S. Without any claims of privilege or requests for confidentiality, any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years.

	To the extent there are any statements deemed privileged in the recording, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Documents contain Confidential information that can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 293 - Doc ID Number 5016	
Requested Party	Date: 04/12/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication between Mr. Taylor and NAFTA counsel Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 294 - Doc ID Number 4802	
Requested Party	Date: 10/11/2017

	Author(s)/Sender(s): Sebastian Zavala
	Recipient(s): Alberto Mendoza
	Communication and letter prepared by Mexican co-counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA co-Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 295 - Doc ID Number 5600	
Requested Party	Date: 04/12/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): David Orta, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais, Randall Taylor
	Note this document is duplicative of Document ID Number(s) **5782** Communication between Mr. Taylor, David Orta, and other Claimants regarding NAFTA claims and Chow case.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 296 - Doc ID Number 5331	
Requested Party	Date: 09/05/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, Erin Burr
	Email chain between David Ponto, B-Mex's outside corporate counsel, B-Mex management and Mr. Taylor reflecting, *inter alia*, terms of Engagement Agreement between Claimants and NAFTA Counsel, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration, and settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the

	AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and a call for an election. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from

	initiating litigation well after the proceedings in this arbitration were far along. The original starting email in the chain, from Taylor, references and copies a Letter dated October 14, 2020 from David Ponto and Taylor addressed exclusively to Neil Ayervais, Registered Agent for B-Mex, LLC, B-Mex II, LLC, Gordon Burr, Manager, B-Mex, LLC, B-Mex II, LLC, John Conley, Manager, B-Mex, LLC, B-Mex II, LLC. That Letter contains references to many documents that are available to the public. There is no claim of privilege or request for confidentiality in the Taylor and Ponto Letter. Full and complete copies of some of the originals of the referenced documents are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Those documents available to the public without limitation are: 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. Many of the quotes from the recordings/transcripts contained in the original email transmission are also available in that same Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 8 (Documents are in the public domain)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting (a) the terms of Engagement Agreement between Claimants and NAFTA Counsel; and (b) information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration, save insofar as it is already available to the public from the proceedings before the Denver District Court.

Document log number 297 - Doc ID Number 5754	
Requested Party	Date: 08/08/2016
	Author(s)/Sender(s): Daniel Rudden
	Recipient(s): Randall Taylor
	Email chain between Daniel Rudden and Randall Taylor reflecting NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: This email reflects NAFTA litigation strategy. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with the repayment of an outstanding loan and company governance issues. In the email chain, neither Rudden or Taylor make any claims of privilege or requests for confidentiality. There is no discussion of NAFTA strategy. Taylor waives any claims of privilege to the document. There is no discussion with NAFTA counsel. Rudden is not a lawyer.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 298 - Doc ID Number 4615	
Requested Party	Date: 10/19/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais; Gordon Burr
	Note this document is duplicative of Document ID Number(s) **5098** Email from Randall Taylor to Neil Ayervais and Gordon Burr requesting legal advice on draft documents related to the Cabo transaction.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The date of this document, October 19, 2013, predates the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectfully. The document is incomplete as it fails to include the attachment. "Agreement Regarding Taylor interest Red Line comments.docx". The attachment should be added to make the document complete.

	The email was drafted and sent by Taylor and there is no response from Burr or Ayervais. Taylor made no claims of privilege. The attachment document to the email deals with a contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. The agreement deals solely with terms for a contract between Taylor and Mr. Ferdosi et al, not with B-Cabo or B-Mex. If the document itself is privileged, the privilege is mine to waive. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive. As the subject contract referenced a proposed BCABO contract as one of the Exhibits, I offered them the opportunity to comment or suggest amendments. The attachment to the email is clearly not confidential as it is the proposed agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the agreement which was attached to the email. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 299 - Doc ID Number 5069	
Requested Party	Date: 05/15/2017
	Author(s)/Sender(s): Frank Kramer
	Recipient(s): Randall Taylor
	Email from Mr. Taylor reflecting terms of the Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting reflecting terms of the Quinn Emanuel Engagement.

Document log number 300 - Doc ID Number 5035	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email communication to B-Mex members reflecting privileged terms of Quinn Emanuel Engagement Agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The e-mail communication reflects terms of the QEU&S Engagement Agreement. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a).

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 10/05/2016 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder notice from management in a standard USA "C" corporation. This document was submitted as an exhibit in a AAA Arbitration between certain B-Mex and B-Mex II as Claimants, and Randall Taylor and David Ponto as Respondents. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery

	gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 301 - Doc ID Number 5612	
Requested Party	Date: 03/16/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): RR CR, Gordon Burr, Randall Taylor, Daniel Rudden, John Conley, Erin Burr
	Email chain involving B-Mex corporate counsel and B-Mex members regarding NAFTA litigation strategy, the terms of engagement of NAFTA counsel, and settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. IBA Rules, Article 9.3(b). This communication also reflects legal advice by B-Mex corporate counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr.

	Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). Additionally, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 302 - Doc ID Number 4814	
Requested Party	Date: 10/17/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Neil Ayervais
	Communication and letter prepared by NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the

	AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 303 - Doc ID Number 5103	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor; Gordon Burr; Dan Rudden; John Conley; Erin Burr
	Communication from B-Mex corporate counsel on behalf of the B-Mex Board to Mr. Taylor reflecting substance of a privileged meeting.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document contains no claim of privilege or request for confidentiality. The document deals with routine company governance issues and is not protected.

	The email itself contains no legal advice. Ayervais was not Taylor's attorney. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 304 - Doc ID Number 6450	
Requested Party	Date: 02/18/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Notes reflecting confidential settlement discussion with Alfonso Rendon.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually and also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules,

	Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 305 - Doc ID Number 4844	
Requested Party	Date: 04/01/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Robert Brock
	Email chain between B-Mex member, Mr. Taylor and Ms. Burr related to email from Ms. Burr to B-Mex members, reflecting information related to confidential fee arrangement between Claimants and their NAFTA Counsel, and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)

Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting (a) information related to confidential fee arrangement between Claimants and their NAFTA Counsel, and (b) legal advice related to the NAFTA Arbitration.

Document log number 306 - Doc ID Number 5452	
Requested Party	Date: 10/22/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	Note this document is duplicative of Document ID Number(s) **6056** Email exchange between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance and is not privileged but rather is routine company correspondence and company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor. The email chain deals primarily with a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is

	also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 307 - Doc ID Number 6209	
Requested Party	Date: 09/16/2016
	Author(s)/Sender(s): Robert Brock
	Recipient(s): Randall Taylor
	Email and accompanying attachment addressed to B-Mex corporate counsel Neil Ayervais relating to B-Mex matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: This document is identified as an email and accompanying attachment. Document 6209 is missing the transmittal email. The transmittal email should be included to make the document complete. The document contains no claims of privilege nor requests for confidentiality, either in the transmittal email or the attachment. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The attachment is correspondence regarding scheduling a date for document review and contains no information referring to or relating to this arbitration. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 308 - Doc ID Number 5865	
Requested Party	Date: 12/28/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Gordon Burr, Neil Ayervais, Erin Burr
	Note this document is duplicative of Document ID Number(s) **5870** Email communication between B-Mex et al. outside counsel and one of the clients discussing legal advice related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for the purposes of securing legal advice of NAFTA Counsel. Various of the QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 309 - Doc ID Number 6088	
Requested Party	Date: 09/09/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s) **6089** Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)

Tribunal	Objection upheld.

Document log number 310 - Doc ID Number 5031	
Requested Party	Date: 05/12/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Frank Kramer
	Communication between Mr. Taylor and another B-Mex member discussing confidential NAFTA fee arrangement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an email that mentions the existence of an agreement tangentially related to B-Mex II and the QEU&S Engagement Letter but does not provide any details whatsoever as to that agreement or the QEU&S Engagement Letter. Despite a representation in one email of "copy attached", that copy was omitted and not included in the transmission. No copy of any document is contained in the email exchange. No privileged or confidential information is revealed in the document thus it should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the NAFTA fee arrangement.

Document log number 311 - Doc ID Number 5596	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Neil Ayervais, Gordon Burr Dan Rudden, John Conley, Erin Burr
	Communication between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor reflected privileged terms of Quinn Emanuel engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel to a B-Mex member regarding B-Mex's corporate matters. It also reflects the privileged terms of the Quinn Emanuel engagement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an email written and sent by Ayervais. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais. The email chain correspondence, after the initial email from Erin Burr, deals primarily with a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records. It is not privileged as it is a company record. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice

	would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of Quinn Emanuel engagement.

Document log number 312 - Doc ID Number 5940	
Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Randall Taylor
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an email chain between Taylor and Ayervais with the others being addressed but not participating in the correspondence. There was no claim of privilege or request for confidentiality anywhere in the correspondence, by Taylor or by Ayervais or the other parties.

	The email chain deals with company governance and access to company records. There are no mentions of this NAFTA arbitration or QEU&S or its Engagement Agreement in the email chain or the attached letter. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 313 - Doc ID Number 5725	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, Dan Rudden, John Conley
	Note this document is duplicative of Document ID Number(s) **6035**

	Email discussing privileged and confidential settlement agreement, reflecting legal advice from Quinn Emanuel, and terms of Quinn Emanuel engagement letter. NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Moreover, the e-mail communication reflects legal advice from Quinn Emanuel as well as the terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re*

	Subpoena, 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 314 - Doc ID Number 5005	
Requested Party	Date: 04/17/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Request for information from NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.

Tribunal	No decision required.

Document log number 315 - Doc ID Number 5389	
Requested Party	Date: 02/10/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Ernest Mathis
	Email chain between Earnest Mathis and Mr. Taylor reflecting, *inter alia*, information regarding confidential settlement agreements related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement agreements related to NAFTA Arbitration. The QEU&S Claimants expected that the settlement agreements and any information related to the same would be confidential. Mr. Taylor cannot waive privilege on behalf of B-Mex or the QEU&S Claimants. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 316 - Doc ID Number 5095	
Requested Party	Date: 07/13/2016
	Author(s)/Sender(s): Erin Burr

	Recipient(s): Randall Taylor
	Email communication reflecting legal advice from Quinn Emanuel and request for Mr. Taylor's signature on a document that Ms. Burr was conveying to Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of communicating legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting legal advice from Quinn Emanuel.

Document log number 317 - Doc ID Number 6112	
Requested Party	Date: 01/31/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Phillip Parrott, Julianne Jaquith
	Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings and a draft NAFTA filing.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 318 - Doc ID Number 5685	
Requested Party	Date: 10/20/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	Email exchange and accompanying attachment between Randall Taylor, Neil Ayervais, and Gordon Burr reflecting a request for legal advice and attorney work product.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The date of this document, October 20, 2013, predates the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectfully. There is no claim of privilege or request for confidentiality in the email chain, either by Taylor or Ayervais in his response. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. There is no reason not to produce this document.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 319 - Doc ID Number 6075	
Requested Party	Date: 03/12/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, Phillip Parrott, David Orta
	Email from NAFTA Counsel to Randall Taylor regarding NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for the purposes of securing legal advice of NAFTA Counsel. Several of the QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 320 - Doc ID Number 5925	
Requested Party	Date: 09/14/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the

	terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 321 - Doc ID Number 5953	
Requested Party	Date: 08/16/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Daniel Rudden, John Conley, Gordon Burr
	Email chain between Mr. Taylor, corporate counsel to B-Mex, B-Mex management discussing, *inter alia*, the terms of the Engagement Agreement between Claimants and NAFTA Counsel and settlement agreement between members of the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b), and 9.3(c), the document is protected from disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* There was no claim of privilege or request for confidentiality anywhere in the correspondence, either by Ayervais or Taylor. The document is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that

	identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of the Engagement Agreement between Claimants and NAFTA Counsel.

Document log number 322 - Doc ID Number 6257	
Requested Party	Date: 02/18/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Birr, Erin Burr, Daniel Rudden, John Conley, Nick Rudden
	Note this document is duplicative of Document ID Number(s) **6155** Email chain between Randall Taylor, Neil Ayervais and Gordon Burr reflecting, *inter alia*, information related to confidential settlement negotiations between members of B-Mex companies, details of Engagement Agreement between Claimants and NAFTA Counsel, and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. B-Mex members also expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. The QEU&S Claimants also expected that their discussions with counsel would

	be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible).

	A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting (a) details of Engagement Agreement between Claimants and NAFTA Counsel; and (b) legal advice provided by NAFTA Counsel.

Document log number 323 - Doc ID Number 5512	
Requested Party	Date: 10/09/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Privileged communication discussing settlement offer between Neil Ayervais and Randall Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: This email communication reflects terms of the QEU&S Engagement Letter. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais. The document is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding a debt, corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. Any privilege in this

	situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The discussions were not confidential as no party had sought to make the discussions confidential. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. There is no mention of any terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 324 - Doc ID Number 5506	
Requested Party	Date: 03/08/2016
	Author(s)/Sender(s):
	Recipient(s):
	Note this document is duplicative of Document ID Number(s) **5621**

	Recorded conversation between Randall Taylor, Gordon Burr, and Erin Burr involving NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The communication reflects legal advice from NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document ID 5506 is a recorded conversation between Randall Taylor, Gordon Burr and Erin Burr, dealing primarily with, among other things, attempts to get repaid on an outstanding loan and company governance. As shown in the recording, at no time did Gordon Burr nor Erin Burr make any indication or claim that any of the information shared was to be considered confidential. Taylor was who produced this document. At the time of this conversation, Taylor was not a client of QEU&S as he did not sign an Engagement Agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. Gordon Burr and Erin Burr are not attorneys. At the time Erin Burr was not even an employee of the company. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. Without any claims of privilege or requests for confidentiality, any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead<u>, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was

	initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those statements will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 325 - Doc ID Number 4879	
Requested Party	Date: 10/12/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex's outside corporate to Mr. Taylor reflecting, *inter alia*, information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration, and legal advice from B-Mex outside counsel, as well as information related to settlement negotiations between members of B-Mex companies.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is from Ayervais to Taylor primarily dealing with a business dispute on matters of company governance raised by Taylor and questions regarding the management of the company. There is no request for confidentiality anywhere in the letter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the

	documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. Taylor notes that he was already in possession of this document prior to the AAA Arbitration and produced a copy of the same letter without the identifying markings from the AAA Arbitration. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)

	• No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 326 - Doc ID Number 5549	
Requested Party	Date: 06/20/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor and John Conley concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5549 is a transcript of a recorded conversation between Taylor and John Conley. Conley is not an attorney. In the transcript, it shows Claimant Taylor discussing with B-Mex and B-Mex II Board Member Conley documentation of an outstanding loan to B-MEX II and the repayment of that loan. The conversation primarily dealt with that loan but also contains numerous sections pertinent to this Arbitration regarding the management processes of the B-MEX companies. As to those topics there should be no privilege.

	At no time did Conley make any indication or claim that any of the information he shared in this conversation was to be considered confidential or privileged. Any privilege to this document is Taylor's to waive. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 327 - Doc ID Number 6326	
Requested Party	Date: 11/13/2015
	Author(s)/Sender(s): Robert S. Brock
	Recipient(s): Daniel Rudden; Gordon Burr; John Conley
	Note this document is duplicative of Document ID Number(s) **6518** Duplicate of **Document Log Number 95 in Annex B to PO13** Letter from B-Mex Company member to B-Mex Board of Managers reflecting, *inter alia*, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure under the attorney work-product doctrine, as it legal advice related

	to the NAFTA Arbitration. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Attorney-Work Product; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	Please refer to Respondent's response re Document Log Number 95 in Annex B to PO13.
Tribunal	Tribunal refers to its decision on Document Log Number 95 in Annex B to PO13.

Document log number 328 - Doc ID Number 4982	
Requested Party	Date: 10/10/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Dan Rudden, Neil Ayervais, John Conley
	Email communication reflecting confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it discusses a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence and is a company record. These were not confidential settlement negotiations. The discussions were not confidential as no party had sought to make the discussions confidential. There is no mention of terms contained in the Quinn Emanuel Engagement letter. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege.

	All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)

	• No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 329 - Doc ID Number 4750	
Requested Party	Date: 11/01/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email from Mr. Taylor to John Williams reflecting, *inter alia*, legal advice provided by NAFTA Counsel in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of the QEU&S Claimants. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality anywhere in the correspondence by John Williams or Taylor. John Williams is not an attorney. The document in question is a summary of his conversation with Gordon Burr dealing with access to company records and other matters regarding company governance. There is no evidence of Burr requesting confidentiality. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of any legal advice provided by NAFTA Counsel in regards to the NAFTA Arbitration.

Document log number 330 - Doc ID Number 5760	
Requested Party	Date: 08/16/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, John Conley, Nick Rudden, Philip Parrott, David Orta, Erin Burr
	Note this document is duplicative of Document ID Number(s) **5950** Email chain between Randall Taylor and outside B-Mex corporate counsel reflecting, *inter alia*, details of Engagement Agreement between NAFTA Counsel and Claimants and legal advice provided by outside B-Mex corporate counsel and NAFTA Counsel, and information related to settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is also protected as it reflects information related to settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* There was no claim of privilege or request for confidentiality anywhere in the correspondence, either by Ayervais or Taylor. The document is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance, an election, and the rights to certain corporate records. Some of the issues go to the core of the current arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Many of the documents and quotes referenced in the Taylor email are already part of the record in the Denver District Court in the case Randall Taylor and

	David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Case 2020CV31612, and are currently available to the public without limitation. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 6 (Confidential information can be identified and redacted) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 331 - Doc ID Number 5935	
Requested Party	Date: 09/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 332 - Doc ID Number 5057	
Requested Party	Date: 04/09/2019
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): David
	Email and letter from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* None. The document is an email chain with two emails from Taylor to David Orta, with last one copied to Jennifer Osgood. The document is missing certain attachments which should be added to make for a complete document. The missing attachments are described as 19.3.29 QE Letter re Filing exhibits, hearing transcripts, Conley Ayervais witnessstatements.pdf; 19.3.29 QE Letter re Rudden Letter and ROFR.pdf
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 8 (Documents are in the public domain)
Tribunal	Objection upheld.

Document log number 333 - Doc ID Number 5770	
Requested Party	Date: 03/06/2017
	Author(s)/Sender(s): David Ponto
	Recipient(s): Randall Taylor, Gordon Burr, John Conley, Dan Rudden, Neil Ayervais
	Letter from B-Mex companies' outside counsel reflecting confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document reflects the terms of a privileged and confidential settlement agreement. The document also includes, *inter alia*, terms of the Quinn Emanuel Engagement Letter. As such this communication is protected from

	disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of the Quinn Emanuel Engagement Letter.

Document log number 334 - Doc ID Number 6281	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email communication reflecting terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*. There is no response or writing in this document from any party other than Taylor. The document is routine company business correspondence. There was no claim to confidentiality or claim of privilege in the letter. The letter deals with issues regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is but one sentence in the entire four-page letter that even mentions the NAFTA litigation and then only tangentially. There is no mention of QEU&S nor its Engagement Letter nor any strategies in this arbitration.

	The letter includes as an attachment, an email from Gordon Burr to the B-MEX Board dated 7.29.16. The Tribunal already ruled in favor of production to this extent: From Annex A to PO#13, Document Log 17: "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, subject to the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S save insofar as it is already available to the public from the proceedings before the Denver District Court." In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 335 - Doc ID Number 5714	
Requested Party	Date: 02/28/2017
	Author(s)/Sender(s): David Ponto

	Recipient(s): Randall Taylor, Gordon Burr, Neil Ayervais
	Email discussing privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it reflects communication regarding a confidential settlement agreement.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 336 - Doc ID Number 4624	
Requested Party	Date: 06/29/2019
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, *inter alia*, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine, as it reflects legal advice and mental impressions from NAFTA counsel. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 06/29/2016, email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, <u>by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after

	the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 337 - Doc ID Number 5498	
Requested Party	Date: 12/26/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor; David Orta; Neil Ayervais
	Email communication between claimants and NAFTA counsel regarding NAFTA litigation strategy and filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and

	protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 338 - Doc ID Number 6086	
Requested Party	Date: 09/09/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s) **6087** Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 339 - Doc ID Number 6055	
Requested Party	Date: 04/21/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Communication discussing privileged and confidential settlement in Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also discusses a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 340 - Doc ID Number 6471	
Requested Party	Date: 05/22/2019
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, Jennifer Osgood, David Orta, Ana Luna
	Letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, *inter alia*, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to

	the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 341 - Doc ID Number 6177	
Requested Party	Date: 05/22/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Jennifer Osgood
	Note this document is duplicative of Document ID Number(s) **6277, 6420** Letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 342 - Doc ID Number 6669	
Requested Party	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Note this document is duplicative of Document ID Number(s) **6766** Text reflecting, *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 343 - Doc ID Number 5440	
Requested Party	Date: 12/11/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Cal Pierce, Jayne Pierce
	Email and attachments from Mr. Taylor to Cal Pierce and Jayne Pierce reflecting, *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Therefore, under the IBA Rules, Articles 9.2(a), 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the

	AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 344 - Doc ID Number 6240	
Requested Party	Date: 07/23/2018
	Author(s)/Sender(s): David Orta
	Recipient(s): Mike Drews, Philip Parrot, Aaron Garber, Randall Taylor, Julianne Jaquith
	Note this document is duplicative of Document ID Number(s) **6532** Letter and attachments from Claimants' NAFTA Counsel to Mr. Taylor's personal counsel reflecting, *inter alia*, mental impressions and legal advice from NAFTA Counsel and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. In addition, the document reflects legal advice and mental impressions of NAFTA Counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the QEU&S Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain

	confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 345 - Doc ID Number 5683	
Requested Party	Date: 06/09/2020
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email and letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, *inter alia*, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By June 9, 2020, the date of the letter, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore, there can be no expectation of confidentiality or privilege by QEU&S or David Orta. The document fails to include the letter attached to the email. The missing letter should be added to complete the document. The missing letter is: 2020.06.08_Letter to Mr. Taylor.pdf The letter from Orta of QEU&S contains no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 346 - Doc ID Number 5061	
Requested Party	Date: 10/03/2016
	Author(s)/Sender(s): John Conley
	Recipient(s): B-Mex members
	Duplicate of **Document Log Number 48 in Annex B to PO13** Email communication to B-Mex members expressing support for NAFTA and reflecting privileged terms of QE Engagement Letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: This email communication reflects terms of the QEU&S Engagement Letter. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Number 48 in Annex B to PO13.

Document log number 347 - Doc ID Number 5449	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, Daniel Rudden, Erin Burr
	Email chain between Randall Taylor and B-Mex corporate counsel reflecting legal advice on behalf of the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a).

<table>
<tr><td></td><td>Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence.

There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party.

There is no mention of terms contained in the Quinn Emanuel Engagement Letter.

In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account:
[...]
(c) the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen;" [Emphasis added]

To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal.

Claimant Taylor was not seeking legal advice from Ayervais.

The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

The Document should be produced.</td></tr>
<tr><td>Requesting Party</td><td>Respondent challenges this log entry under the following general challenges:
No. 1 (Claimants offer conflicting descriptions of the document)
No. 2 (Insufficiently supported claim of confidentiality or privilege)
No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)</td></tr>
<tr><td>Tribunal</td><td>Objection upheld.</td></tr>
</table>

Document log number 348 - Doc ID Number 4809	
Requested Party	Date: 11/05/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): David Ponto
	Email chain between Erin Burr and David Ponto reflecting, *inter alia*, information related to the confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. There are no claims of privilege or request for confidentiality in the emails, by any of the parties. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, <u>by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.</u>

	The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Documents contain confidential information that can be redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the information related to the confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 349 - Doc ID Number 5764	
Requested Party	Date: 02/19/2017
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Neil Ayervais, Erin Burr, Dan Rudden, John Conley, Nick Rudden
	Note this document is duplicative of Document ID Number(s) **5951** Email communication discussing privileged legal advice related to NAFTA case strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication communicates legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an email chain between Taylor and Ayervais with the others being addressed but not participating in the correspondence. There was no claim of privilege or request for confidentiality anywhere in the correspondence, by Taylor or by Ayervais or the other parties. The email chain deals with company governance and access to company records. There are no mentions of this NAFTA arbitration or QEU&S or its Engagement Agreement in the email chain or the attached letter. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account:

	[...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 350 - Doc ID Number 5264	
Requested Party	Date: 03/07/2016
	Author(s)/Sender(s): Stephen Kapnik
	Recipient(s): Neil Ayervais, Board of Managers of B-Mex, LLC, B-Mex II, LLC and Palmas South
	Note this document is duplicative of Document ID Number(s) **6224, 6598** Letter and attachments from outside counsel hired by some of the Claimants to outside B-Mex corporate counsel and Board of Managers of B-Mex companies reflecting, *inter alia*, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by outside Mexican counsel to the Mexican Enterprises, outside B-Mex corporate counsel and legal advice and strategy from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The B-Mex members and members of the Mexican Enterprises expected that any

	discussions between themselves and outside Mexican counsel to the Mexican Enterprises would be confidential and privileged. The QEU&S Claimants expected that their discussions with outside corporate counsel to B-Mex and NAFTA Counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members and members of the Mexican Enterprises, as well as to the QEU&S Claimants. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is actually three letters. None of the letters contain claims of privilege or request for confidentiality. The three letters deal primarily with a business dispute regarding certain loans and company governance. They are standard business communications and business records of the company. A full and complete copy of the 3/7/16 Kapnik Letter is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. The Letter is contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. The Kapnik Letter, a Demand Letter asking for action in compliance with the company's fiduciary duties, was from Stephen Kapnik representing several parties, including Claimant Taylor. He was not representing the parties as Members rather in their individual capacity. There was no request for confidentiality nor claims of privilege in the letter. There was no request for legal advice. There is no basis for B-Mex to claim privilege to a demand letter sent from third parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege • No. 8 (Documents are in the public domain)
Tribunal	Objection upheld in part. Document shall be produced insofar as it is already available to the public from the proceedings before the Denver District Court.

Document log number 351 - Doc ID Number 5642	
Requested Party	Date: 05/17/2016
	Author(s)/Sender(s):
	Recipient(s):
	Note this document is duplicative of Document ID Number(s) **5717** Recording of conversation between Randall Taylor, Gordon Burr, and Erin Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the

	IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document ID 5642 is a recorded conversation between Randall Taylor, Gordon Burr and Erin Burr, dealing primarily with, among other things, an outstanding loan and company governance. As shown in the recording, at no time did Gordon Burr or Erin Burr make any indication or claim that any of the information shared was to be considered confidential. Taylor was who produced this document. At the time of this conversation, Taylor was not a client of QEU&S as he did not sign an Engagement Agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. Gordon Burr and Erin Burr are not attorneys. At the time Erin Burr was not even an employee of the company. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The information in this recording was obtained prior to Taylor becoming a client of QEU&S and produced after he is no longer a client of QEU&S. The privilege is Taylor's to waive and by producing the document, he has done so. Without any claims of privilege or requests for confidentiality, any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An

	investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those statements will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Documents contain confidential information that can be redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)

	• No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 352 - Doc ID Number 5487	
Requested Party	Date: 04/16/2019
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email and letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, *inter alia*, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Documents contain confidential information that can be redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel
Tribunal	Objection upheld.

Document log number 353 - Doc ID Number 6619	
Requested Party	Date: 01/14/2016
	Author(s)/Sender(s):
	Recipient(s):
	Note this document is duplicative of Document ID Number(s): **6583**

	Duplicate of **Document Log Number 1 in Annex A to PO13** and **Document Log Number 13 in Annex B to PO13** Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC discussing details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC were entered at a time when the Engagement Agreement with QEU&S was being negotiated, and the minutes reflect the terms and of the agreement as well as other work product and attorney-client communications. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The minutes are a company business record. Under the terms of the Operating Agreement and State Law, the Minutes are available to all members of B-Mex LLC, B-Mex II, LLC and Palmas South, LLC. The Minutes have already been revealed to and circulated among many of the B-Mex members. A significant portion of the document is quoted in and is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. Portions of the minutes are quoted in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612.. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject

	to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 8 (Documents are in the public domain) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Number 1 in Annex A to PO13 and Document Log Number 13 in Annex B to PO13.

Document log number 354 - Doc ID Number 5557	
Requested Party	Date: 06/20/2016
	Author(s)/Sender(s):
	Recipient(s):
	Note this document is duplicative of Document ID Number(s): **5690** Recording of conversation between Randall Taylor and John Conley concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5557 is a recorded conversation between Taylor and John Conley. Conley is not an attorney. The recording shows Claimant Taylor discussing with B-Mex and B-Mex II Board Member Conley documentation of an outstanding loan to B-MEX II and the repayment of that loan. The conversation between Taylor and Board Member Conley primarily dealt with that loan but also contains numerous sections pertinent to this Arbitration regarding the management processes and company governance of the B-MEX companies. As to those topics there should be no privilege. Taylor produced this document. Taylor had no expectations of privilege or confidentiality whatsoever. It should be noted that today, Taylor is no longer a client of QEU&S. Without any claims of privilege or requests for confidentiality being made by Conley, any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order.

	Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the recording, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Documents contain confidential information that can be redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 355 - Doc ID Number 6437	
Requested Party	Date: 07/12/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Dan Rudden, John Conley, Tery Larrew
	Email communication attaching a privileged and confidential settlement offer to Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Documents contain confidential information that can be redacted). • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 356 - Doc ID Number 6081	
Requested Party	Date: 02/21/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randy Taylor, Gordon Burr, Neil Ayervais, Dan Rudden, John Conley, Nick Rudden, Suzanne Goodspeed, Phillip Parrot, Michael Drews, Jeff Springer
	Note this document is duplicative of Document ID Number(s) **6081** Email reflecting legal advice from Quinn Emanuel related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients

	individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 357 - Doc ID Number 4518	
Requested Party	Date: 08/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Dan Rudden, John Conley
	Note this document is duplicative of Document ID Number(s): **4953** Email exchange pertaining to B-Mex corporate matters reflecting confidential settlement discussions with B-Mex outside corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice of B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows discussions regarding settlement of a debt claim, a business dispute. The discussions were not confidential. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege.

	Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Documents contain confidential information that can be redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 358 - Doc ID Number 5860	
Requested Party	Date: 02/01/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Linda Brock, Gordon Burr, Erin Burr
	Email chain between B-Mex's outside corporate counsel and Mr. Brock reflecting, *inter alia*, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in an email chain communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 6 (Documents contain confidential information that can be redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 359 - Doc ID Number 4762	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown
	Letter from B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members relaying legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in the letter by Ayervais.

	Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Documents contain confidential information that can be redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 360 - Doc ID Number 5063	
Requested Party	Date: 06/21/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley, Dan Rudden, Gordon Burr, Nick Rudden
	Email exchange between Randall Taylor, the B-Mex Board, and outside counsel to members of the Board regarding confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with an unpaid company debt. The document is not privileged but rather is routine company correspondence and is a company record.

	There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. There is no basis for not producing the document.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 361 - Doc ID Number 5474	
Requested Party	Date: 03/14/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, Phillip Parrott, David Orta
	Email from NAFTA Counsel to Randall Taylor regarding NAFTA case and terms of engagement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and

	Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 362 - Doc ID Number 5338	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Neil Ayervais, Randall Taylor, Dan Rudden, John Conley, Erin Burr
	Communication between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. Burr is not an attorney.

	There was no claim of privilege or request for confidentiality in any of the email, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 363 - Doc ID Number 5665	
Requested Party	Date: 10/17/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr, Randall Taylor, Gordon Burr, Dan Rudden, John Conley
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication requesting involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate

	clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in any of the emails, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 364 - Doc ID Number 6345	
Requested Party	Date: 03/11/2017

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	Note this document is duplicative of Document ID Number(s) **6438** Draft privileged and confidential settlement agreement which also includes privileged terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is a draft privileged and confidential settlement agreement between Mr. Taylor and the B-Mex Companies. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). Moreover, the document reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of Quinn Emanuel Engagement.

Document log number 365 - Doc ID Number 5578	
Requested Party	Date: 10/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email and attachment between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication

	also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is incomplete. The document only includes the email. The letter attached to this email is not attached. The missing letter should be added to make this a complete document. The missing letter is: 16.10.23 Taylor ltr to Ayervais re who he represents.pdf There is no communication in this document or the letter other than that generated by Claimant Taylor. There were no claims of privilege or requests for confidentiality in either document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 366 - Doc ID Number 5964	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, Dan Rudden, John Conley, Nick Rudden, Erin Burr
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine, as it reflects legal advice regarding implications of issues related to settlement to NAFTA Arbitration. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable.

	Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 367 - Doc ID Number 4662	
Requested Party	Date: 10/31/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email from Mr. Taylor to John Williams forwarding email from David Ponto to outside B-Mex corporate counsel regarding, and attaching, letter from outside B-Mex corporate counsel l to Mr. Taylor and other members of the B-Mex companies reflecting, *inter alia*, legal advice in regards to B-Mex company matters and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of outside B-Mex corporate counsel. The parties to the letter expected that any discussions with B-Mex counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to other B-Mex members as well, some of which are copied of the communication. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: The document is incomplete. The document only includes the email chain portion. The letter attached to the Taylor email is not included. The missing letter should be added to make this a complete document. The missing letter is: Ayervais BMEX response to 10.9.18 Demand Letter_.pdf There was no claim of privilege or request for confidentiality anywhere in the email correspondence, either by Williams, Ponto or Taylor. There was no claim of privilege or request for confidentiality anywhere in the attached letter from Ayervais.

	The document is correspondence regarding a business dispute (not a legal dispute) regarding corporate governance, an election, and the rights to certain corporate records. Some of the issues go to the core of the current arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 368 - Doc ID Number 6132	
Requested Party	Date: 01/03/2018
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s) **6133** Email chain between Claimants' NAFTA Counsel and Mr. Taylor regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot

	unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel
Tribunal	Objection upheld.

Document log number 369 - Doc ID Number 5062	
Requested Party	Date: 08/19/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David
	Note this document is duplicative of Document ID Number(s) **5066** Email and attachment letters from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration and reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letters were made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that the Engagement Agreement and any terms related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel
Tribunal	Objection upheld.

Document log number 370 - Doc ID Number 5388	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, Daniel Rudden, Erin Burr
	Email chain between Randall Taylor and B-Mex corporate counsel reflecting legal advice on behalf of the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with company governance and access to records and contain no references to this arbitration or the terms of the QEU&S Engagement Letter and are therefore subject to production. There was no claim of privilege or request for confidentiality in the email, either by Taylor or Ayervais, or by Taylor in his letter of response. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 371 - Doc ID Number 5885	
Requested Party	Date: 10/24/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto
	Email from Mr. Taylor to Neil Ayervais regarding letter from outside B-Mex corporate counsel to Mr. Taylor and other members of the B-Mex companies reflecting, *inter alia*, legal advice in regards to B-Mex company matters and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of outside B-Mex corporate counsel. The parties to the letter expected that any discussions with B-Mex counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to other B-Mex members as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with company governance and access to records and contain no references to this arbitration or the terms of the QEU&S Engagement Letter. Therefore they are company records and subject to production. There was no claim of privilege or request for confidentiality in the email, either by Taylor or Ayervais, or by Taylor in his letter of response. In none of the communications were Claimant Taylor or David Ponto seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege.

	Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 372 - Doc ID Number 5861	
Requested Party	Date: 12/29/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication between B-Mex et al. outside counsel and Mr. Taylor discussing legal advice related to NAFTA Arbitration as well as confidential information about the Engagement Agreement between Claimants and their counsel and mental impressions and strategy of counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that

	their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 6 (Confidential information can be identified and redacted
Tribunal	Objection upheld.

Document log number 373 - Doc ID Number 6024	
Requested Party	Date: 03/01/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 374 - Doc ID Number 5614	
Requested Party	Date: 08/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Erin Burr, Dan Rudden, John Conley, Neil Ayervais

	Email communication attaching a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice of B-Mex's corporate counsel regarding B-Mex's corporate matters as well as discussing a confidential settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows discussions regarding settlement of the Debt claim, a business dispute. The discussions were not confidential. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 375 - Doc ID Number 5862	
Requested Party	Date: 10/11/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Randall Taylor, Dan Rudden, John Conley
	Email communication with B-Mex outside counsel reflecting confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication between Mr. Taylor and B-Mex corporate counsel was made for purposes of, *inter alia*, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows discussions regarding settlement of the Debt claim and company governance, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 376 - Doc ID Number 5895	
Requested Party	Date: 10/05/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor, Neil Ayervais
	Email chain between Erin Burr and reflecting, *inter alia*, legal advice rendered by outside B-Mex corporate counsel related to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members, some of whom are copied in the communications reflected in the email thread, expected that that their discussions with outside B-Mex corporate counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email communications primarily deal with company governance issues regarding an election. No legal advice was provided. The email chain is primarily routine business correspondence regarding company governance and thus a company record. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is

	also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The information in the 08/07/2018 email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 377 - Doc ID Number 5954	
Requested Party	Date: 09/12/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.

	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 378 - Doc ID Number 5915	
Requested Party	Date: 08/02/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, John Conley, Gordon Burr
	Email chain between Mr. Taylor and outside B-Mex corporate counsel reflecting, *inter alia*, legal advice rendered by outside B-Mex corporate counsel related to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members, some of whom are copied in the communications reflected in the email thread, expected that that their discussions with outside B-Mex corporate counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email communications primarily deal with company governance issues regarding an election. No legal advice was

	provided. The email chain is routine business correspondence regarding company governance and an election. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 379 - Doc ID Number 5289	
Requested Party	Date: 10/12/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex corporate counsel to Randall Taylor discussing NAFTA litigation strategy and the distribution of potential proceeds from the NAFTA litigation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects legal advice from B-Mex corporate counsel and discusses NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). In addition, this communication was made for the purposes of settlement negotiations and

	the parties to the communication also expected that their communication would remain confidential and privileged. IBA Rules, Article 9.3(b). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is from Ayervais to Taylor primarily dealing with a business dispute on money and questions regarding the management of the company. Other than referencing potential NAFTA arbitration proceeds as a source of funding, the letter does not deal with NAFTA. There are no details discussed or provided regarding NAFTA. There is no request for confidentiality anywhere in the letter. Any privilege in this situation should be Taylor's to waive. The Document should be produced. There is no claim of privilege or request for confidentiality in the letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 380 - Doc ID Number 4859	
Requested Party	Date: 10/19/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, John Conley, Neil Ayervais, Erin Burr
	Email and attachments from Mr. Taylor to outside B-Mex corporate counsel and B-Mex management including exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, *inter alia*, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with Company governance and calls for an election and is a standard business communication, thus it should be produced. The document is incomplete as it is the emails only and does not contain the following described attachments which should be added to make the document complete.

	The missing attachments are Exhibit A Demand Letter Manager Class A Manager vote, annual meeting and removal Class B Managers, BMEX II, LLC (1).pdf; 18.10.19 forward of 18.10.9 Demand Letter to BMEX II, Ponto, Brock, Taylor and Kramer plus Schempp, Crooks, Johnson.pdf Substantial portions of the missing document, Exhibit A Demand Letter Manager Class A Manager vote, annual meeting and removal Class B Managers, BMEX II, LLC (1).pdf; are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Full and complete copies of some of the originals of the referenced documents are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and <u>are currently available to the public without limitation.</u> Those documents available to the public without limitation are, 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. Many of the quotes from the recordings/transcripts contained in the original email transmission are also available in that same Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. There are no claims of privilege or request for confidentiality in the document. Taylor is the only author of the emails in the chain. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would

	be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 381 - Doc ID Number 5287	
Requested Party	Date: 10/11/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Dan Rudden, Neil Ayervais, Gordon Burr, Erin Burr, John Conley
	Note this document is duplicative of Document ID Number(s) **5586** Email communication reflecting terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters and requesting legal advice regarding the same. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The email also communicates the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"),

	Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties. The document is incomplete as it is missing one attachment which should be added to the document to make it complete. The missing attachment is SKM_C654e16100517500.pdf which was attached to Taylor's 10/11/2016 email to Ayervais. SKM_C654e16100517500.pdf is Ayervais 10/05/16 Letter to Taylor, which contains no claim of privilege or request for confidentiality. Claimant Taylor was not seeking legal advice from Ayervais. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor. The email chain correspondence, after the initial email from Erin Burr, deals primarily with a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged as they are company records. Some of the issues go to the core of the current arbitration. The information in the 10/05/2016, email from Erin Burr, a non-attorney, sent to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject

	to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 382 - Doc ID Number 5369	
Requested Party	Date: 02/10/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Ernest Mathis
	Email chain between Earnest Mathis and Mr. Taylor reflecting, *inter alia*, information regarding confidential settlement agreements related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement agreements related to NAFTA Arbitration. The QEU&S Claimants expected that the settlement agreements and any information related to the same would be confidential. Mr. Taylor cannot waive privilege on behalf of B-Mex or the QEU&S Claimants. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections* to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 383 - Doc ID Number 4716	
Requested Party	Date: 10/22/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email and attachment from Mr. Taylor to John Williams reflecting, *inter alia*, details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting details of Engagement Agreement between NAFTA Counsel and Claimants.

Document log number 384 - Doc ID Number 4853	
Requested Party	Date: 10/14/2016

	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor, Gordon Burr, Neil Ayervais, John Conley, and Daniel Rudden
	Email chain between Erin Burr and Mr. Taylor and B-Mex management in regards to email from E. Burr to Mr. Taylor forwarding communication from Erin Burr to B-Mex members reflecting information related to confidential terms of the Engagement Agreement and fee arrangement between Claimants and their NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement, of the confidential fee arrangement between Claimants and NAFTA Counsel, and mental impressions from NAFTA Counsel. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Email communications between members of B-Mex containing confidential information relating to NAFTA arbitration. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to confidential terms of the

	Engagement Agreement and fee arrangement between Claimants and their NAFTA Counsel.

Document log number 385 - Doc ID Number 5884	
Requested Party	Date: 10/25/2018
	Author(s)/Sender(s): Joseph Mellon, Charles Torres
	Recipient(s): Randall Taylor
	Email from outside counsel to the B-Mex Companies to counsel to Randall Taylor reflecting, *inter alia*, confidential settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Letter is standard business communications regarding company governance and an election. These types of communication are not privileged communications and are a business record. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed There was no claim of privilege or request for confidentiality in the Letter. The mere fact that both signatory parties on the Letter are lawyers does not mean that all communications are automatically subject to attorney-client privilege. Only correspondence in which they are providing legal advice to a client would be subject to attorney-client privilege. Taylor was not their client. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 386 - Doc ID Number 5755	
Requested Party	Date: 03/16/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): David Ponto
	Note this document is duplicative of Document ID Number(s) **6191, 6521** Letter from B-Mex companies' outside counsel reflecting, *inter alia*, the terms of Quinn Emanuel engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. It also reflects the privileged terms of the Quinn Emanuel Engagement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 387 - Doc ID Number 5781	
Requested Party	Date: 04/10/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David
	Email from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege,

	and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 388 - Doc ID Number 6106	
Requested Party	Date: 02/10/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, David Orta
	Email communication reflecting privileged discussion of settlement agreement with Alfonso Rendon.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion of a privileged and confidential settlement between the Claimants and Alfonso Rendon. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 389 - Doc ID Number 5504	
Requested Party	Date: 08/25/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Email from outside B-Mex corporate counsel to Mr. Taylor reflecting, *inter alia*, information regarding confidential settlement negotiations related to B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement negotiations. The B-Mex members expected that their confidential settlement communications would remain confidential. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members as well. Therefore, under the IBA Rules, Article 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding an

	outstanding debt. These types of communication are not privileged communications. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed There was no claim of privilege or request for confidentiality in the email. The negotiations were not confidential and there is no claim as such in the email. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 390 - Doc ID Number 4715	
Requested Party	Date: 11/16/2015
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David A. Ponto
	Email chain between Randall Taylor and David Ponto, a B-Mex Company member, reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Mr. Taylor cannot unilaterally waive privilege on behalf of B-Mex or any other QEU&S Claimants. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential information can be identified and redacted

Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 391 - Doc ID Number 4785	
Requested Party	Date: 10/19/2017
	Author(s)/Sender(s): Sebastian Zavala
	Recipient(s): Jose Ventura
	Communication and letter prepared by Mexican co-counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA co-Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 392 - Doc ID Number 5593	
Requested Party	Date: 08/09/2016
	Author(s)/Sender(s):

	Recipient(s):
	Note this document is duplicative of Document ID Number(s) **5728** Recording of conversation between Randall Taylor, Daniel Rudden, and John Conley concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5593 is a recorded conversation between the parties. It shows Claimant Taylor discussing with B-Mex and B-Mex II Board Members Rudden and Conley how to obtain documentation of an outstanding loan to B-MEX II and the repayment of that loan. The 34+ minute conversation dealt with that loan and contains numerous sections pertinent to this Arbitration regarding the management processes of the B-MEX companies. The Document should be produced. At no time did Rudden or Conley give any indication or claim that any of the information they shared was to be considered confidential or privileged. There is only a brief mention of NAFTA.

	Neither Conley nor Rudden made mention of any need for confidentiality or any expectation of confidentiality. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. There is no basis for not producing this document.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 393 - Doc ID Number 5957	
Requested Party	Date: 09/12/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 394 - Doc ID Number 5286	
Requested Party	Date: 10/10/2016
	Author(s)/Sender(s): Vance Brown
	Recipient(s): Neil Ayervais
	Letter from counsel for Mr. Brock to Mr. Ayervais related to B-Mex matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the letter and the letter has been shared with Taylor. The letter is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 395 - Doc ID Number 4597	
Requested Party	Date: 10/24/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown, Karen Trowbridge, Gordon Burr, Erin Burr
	Email chain between B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members relaying, *inter alia*, legal advice regarding matters related to the B-Mex companies and information related to Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The communication is protected from disclosure under attorney-client privilege as it relays legal advice on matters related to the B-Mex companies, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules,

	Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence and a business record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by any of the parties other than Erin Burr in her initial email which was sent out to the multiple B-MEX companies' membership. The email chain correspondence, after the initial email from Erin Burr, deals primarily with a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. No one was seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to

	Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. There is no basis for not producing the document
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)

	• No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 396 - Doc ID Number 6138	
Requested Party	Date: 04/05/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s) **6139** Attorney client communication involving issues related to the NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 397 - Doc ID Number 4704	
Requested Party	Date: 10/24/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): Randall Taylor
	Email from David Ponto to Randall Taylor forwarding email thread between B-Mex's outside corporate counsel and David Ponto, and members of B-Mex management reflecting, *inter alia*, legal advice and mental impressions of NAFTA Counsel and B-Mex corporate counsel, as well as details of

	Claimants' Engagement Agreement with NAFTA Counsel and information related to settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting (a) legal advice and mental impressions of NAFTA Counsel and B-Mex corporate counsel; and (b) details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 398 - Doc ID Number 5353	
Requested Party	Date: 02/10/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Ernest Mathis, Erin Burr, David Orta
	Email chain between Erin Burr, Earnest Mathis and Mr. Taylor reflecting, *inter alia*, information regarding confidential settlement agreement related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement agreement related to NAFTA Arbitration. The QEU&S Claimants expected that the settlement agreement and any information related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 399 - Doc ID Number 5076	
Requested Party	Date: 10/05/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Frank Kramer
	Email chain between Mr. Taylor and Frank Kramer, reflecting, *inter alia*, details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications between members regarding company governance and an election of Board Members. These types of communication are not privileged communications. This is

	not a document possessed by any of the QEU&S Claimants and belongs to Taylor. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed There was no claim of privilege or request for confidentiality in any email in the chain by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 400 - Doc ID Number 6118	
Requested Party	Date: 01/04/2018
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Phillip Parrott, Julianne Jaquith
	Note this document is duplicative of Document ID Number(s) **6119**

	Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 401 - Doc ID Number 4901	
Requested Party	Date:
	Author(s)/Sender(s): Randall Taylor
	Recipient(s):
	Note this document is duplicative of Document ID Number(s) **5325** Text messages from Randall Taylor reflecting, *inter alia*, information related to settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 402 - Doc ID Number 4951	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	Note this document is duplicative of Document ID Number(s) **5664** Email and attachment reflecting communication with B-Mex Board and outside counsel regarding B-Mex matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request to B-Mex's corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The email also communicates the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is incomplete. The description of the document references an attachment but there is only the email. The attachment should be added to the document to make it complete. The missing attachment is: 16.9.28 Taylor demand for information BMEX and related entities.pdf Taylor was not seeking legal advice from Mr. Ayervais.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 403 - Doc ID Number 5460	
Requested Party	Date: 10/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email and attached letter between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles

	9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 404 - Doc ID Number 6373	
Requested Party	Date: 06/03/2020
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, *inter alia*, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Taylor was not seeking legal advice from QEU&S. It should be noted that by June 3, 2020, Claimant Taylor was no longer a client of QEU&S and not been their client for multiple weeks since May 15, 2020. As Taylor was no longer QEU&S's client and QEU&S mailed the letter to Taylor, the privilege would be Taylor's to waive and by producing this document he has done so.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential information can be identified and redacted • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 405 - Doc ID Number 5072	
Requested Party	Date: 10/05/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Frank Kramer
	Email chain between Mr. Taylor and Frank Kramer, reflecting, *inter alia*, details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and an election of Board Members. These types of communication are not privileged communications but rather are company records. The terms of the QEU&S Engagement Letter or arbitration strategies are not mentioned or discussed. A mere mention of the NAFTA arbitration is not enough to render the document privileged. There was no claim of privilege or request for confidentiality in any email in the chain by any of the parties.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 406 - Doc ID Number 5978	
Requested Party	Date: 09/13/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr
	Email from Mr. Taylor to Erin Burr attaching communication from Mr. Taylor to B-Mex members, including a number of attachments reflecting, *inter alia*, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). The QEU&S Claimants also note that a portion of this communication was submitted by Respondent on record as part of

	Respondent's Exhibit R-075 (i.e., Taylor Declaration). The QEU&S Claimants hereby explicitly reserve their right to seek the Tribunal's leave to exclude Respondent's Exhibit R-075 in full or in part from the record on the basis that Respondent's Exhibit R-075 contains confidential and privileged materials that are protected from disclosure to third parties other than the QEU&S Claimants and Mr. Taylor for the reasons explained above. The QEU&S Claimants hereby request that Mexico and its counsel return all copies of or destroy Respondent's Exhibit R-075, or that it redact out any portion of that exhibit that contains any portion of the QEU&S Claimants' Engagement Letter with its counsel, as the QEU&S Claimants have not waived privilege or confidentiality with respect to their Engagement Letter. Moreover, nothing asserted herein should constitute a waiver of any rights to assert privilege and/or confidentiality over this document and/or any other documents. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: The document is incomplete as it fails to include the attachment. The attachment "Randall Taylor- Candidate for Class A Representative BMEX and BMEX II 9..3.19.pdf "should be added to make the document complete. The document contains no claim of privilege or request for confidentiality. The communication deals with standard company governance matters. The attachment document, which is not included with this document but should be, is the statement of candidacy for the Boards of B-Mex and B-Mex II, was drafted by Claimant Taylor and has already been circulated to multiple members of B-Mex and B-Mex II. The Candidate Statement document or significant portions of it is already part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Case 2020CV31612, and is currently available to the public without limitation. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 6 (Confidential/privileged information can be identified and redacted) • No. 8 (Documents are in the public domain)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information regarding confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration save insofar as it is already available to the public from the proceedings before the Denver District Court.

Document log number 407 - Doc ID Number 4976	
Requested Party	Date: 03/29/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Note this document is duplicative of Document ID Number(s) **4979** Email and letter from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 408 - Doc ID Number 5535	
Requested Party	Date: 10/24/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, John Conley, Neil Ayervais
	Note this document is duplicative of Document ID Number(s) **5811** Email between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor

	cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 409 - Doc ID Number 6317	
Requested Party	Date: 01/04/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Phillip Parrott, Julianne Jaquith
	Note this document is duplicative of Document ID Number(s) **6430** Draft NAFTA filing exchanged between Claimants' NAFTA Counsel and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. The document is also protected from disclosure under the attorney work-product doctrine, as it reflects drafts of NAFTA filing exchanged between Claimants' NAFTA Counsel and Mr. Taylor. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted
Tribunal	Objection upheld.

Document log number 410 - Doc ID Number 5931	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Randall Taylor
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with company governance and contain no references to this arbitration or the terms of the QEU&S Engagement Letter are therefore subject to production. There was no claim of privilege or request for confidentiality in the email, either by Taylor or Ayervais, or by Taylor in his letter of response. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would

	be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 411 - Doc ID Number 6169	
Requested Party	Date:
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Members of B-Mex, LLC and B-Mex II, LLC
	Note this document is duplicative of Document ID Number(s) **6223, 6355, 6378, 6595** Duplicate of **Document Log Number 101 in Annex B to PO13** Document from Mr. Taylor reflecting, *inter alia*, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: The document deals with company governance matters, an election for the Board. The document is the statement of candidacy for the Boards of B-Mex and B-Mex II, was drafted by Claimant Taylor and has already been circulated to multiple members of B-Mex and B-Mex II. This document is a

	slightly different version of the Candidate Statement that ended up being placed of record in Denver District Court (info below). Most of the quotes and attachments are identical to that filed in Denver District Court. To the extent that the information is already of record in Denver District Court and available to the public without limitation, this document should be produced. A Candidate Statement document, quite similar to this document, is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Case 2020CV31612, Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, and <u>is currently available to the public without limitation.</u> The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential information can be identified and redacted • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Number 101 in Annex B to PO13.

Document log number 412 - Doc ID Number 5508	
Requested Party	Date: 09/12/2016
	Author(s)/Sender(s): Vance Brown
	Recipient(s): Neil Ayervais and B-Mex managers
	Compilation of letter and email communication exchanges between personal counsel to one of B-Mex's members and outside B-Mex corporate counsel, as well as between Mr. Taylor and outside B-Mex corporate counsel reflecting, *inter alia*, legal advice in regards to matters pertaining to the B-Mex Companies and details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members. This document was also prepared for the purposes of providing legal advice. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under

	the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is a series of communications between multiple parties dealing with access to company records and other matters regarding company governance plus a few accounting spreadsheets. Most of the document is not privileged but rather is routine company correspondence with Members and thus a business record. A review of the document reveals few if any claims of privilege or requests for confidentiality anywhere in the correspondence. None of the documents were provided to Taylor with a claim of privilege or request for confidentiality. The letters and email correspondence initiated by Vance Brown were provided to Taylor by Linda Brock or her husband Bob Brock with no claim of privilege or request for confidentiality. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 413 - Doc ID Number 6049	
Requested Party	Date: 02/14/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Randall Taylor, Dan Rudden, John Conley, Nick Rudden, Suzanne Goodspeed, Phillip Parrot, Michael Drews
	Duplicate of **Document Log Number 77 in Annex B to PO13** Email communication reflecting legal advice from Quinn Emanuel related to NAFTA Arbitration and Chow litigation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Number 77 in Annex B to PO13.

Document log number 414 - Doc ID Number 5751	
Requested Party	Date: 03/16/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex corporate counsel to Randall Taylor regarding initiation of arbitration and discussing NAFTA litigation strategy and the terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice by B-Mex corporate counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 415 - Doc ID Number 5485	
Requested Party	Date: 10/10/2016
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Randall Taylor, Neil Ayervais, John Conley, Dan Rudden
	Email discussing settlement between Mr. Taylor and B-Mex.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion of a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. It also reflects legal advice related to B-Mex matters from B-Mex outside counsel. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. The document is a business record. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 416 - Doc ID Number 5686	
Requested Party	Date: 02/21/2017
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Erin Burr, John Conley, Nick Rudden, Neil Ayervais, Randall Taylor
	Email communication in furtherance of a settlement reflecting legal advice from B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication, in addition to reflecting legal advice from B-Mex corporate counsel, was made for purposes of discussing a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. The document is also protected from disclosure under the attorney work-product doctrine, as it reflects legal advice from B-Mex corporate counsel. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. The document is a business record. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. Taylor was not seeking legal advice. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

	A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege)

	• No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 417 - Doc ID Number 5949	
Requested Party	Date: 09/12/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 418 - Doc ID Number 5801	
Requested Party	Date: 10/21/2016
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence, thus a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor but there was one such request by Erin Burr in her email. The email chain deals primarily with a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that

	identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 419 - Doc ID Number 6108	
Requested Party	Date: 02/20/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s) **6109** Email communication discussing confidential settlement with Alfonso Rendon and requesting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication between Quinn Emanuel and Mr. Taylor when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 420 - Doc ID Number 6178	
Requested Party	Date: 06/05/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Note this document is duplicative of Document ID Number **6196, 6337, 6339, 6544, 6594** Letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration and reflecting, *inter alia*, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By June 5, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege. The email and letter contain no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. The document was written solely by Claimant Taylor and contains no response or writing of any kind from QEU&S/Orta. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential information can be identified and redacted)

	• No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 421 - Doc ID Number 6325	
Requested Party	Date: 11/13/2015
	Author(s)/Sender(s): Robert S. Brock
	Recipient(s): Daniel Rudden; Gordon Burr; John Conley
	Note this document is duplicative of Document ID Number(s) **6325, 6517** Duplicate of **Document Log Number 95 in Annex B to PO13** Letter from B-Mex Company member to B-Mex Board of Managers reflecting, *inter alia*, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality in the letter. A text only version of this letter was sent out to over 200 B-Mex and B-Mex II members by Management on December 1, 2015. As noted, the letter was not protected and kept confidential by the Boards of the manager run B-Mex companies but rather was forwarded to the general membership of the companies by non-attorney Erin Burr, via email on December 1, 2015. See Document Log #209. The forwarding of the letter to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	In light of the parties' further submissions, the Tribunal amends its decision in Document Log Number 95 in Annex B to PO13: Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 422 - Doc ID Number 6005	
Requested Party	Date: 03/29/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Note this document is duplicative of Document ID Number(s) **6007** Email communication with B-Mex et al. outside counsel regarding issues potentially related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 423 - Doc ID Number 5911	
Requested Party	Date: 08/02/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, John Conley, Gordon Burr
	Email chain between Mr. Taylor and outside B-Mex corporate counsel reflecting, *inter alia*, legal advice rendered by outside B-Mex corporate counsel related to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members, some of whom are copied in the communications reflected in the email thread, expected that that their discussions with outside B-Mex corporate counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. The document is also protected from disclosure under the attorney work-product doctrine, as it reflects legal advice rendered by outside B-Mex corporate counsel related to B-Mex company matters. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email communications primarily deal with company governance issues regarding an election. No legal advice was provided or sought. The email chain is primarily routine business correspondence regarding company governance. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 424 - Doc ID Number 5501	
Requested Party	Date: 11/08/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown
	Letter from outside B-Mex corporate counsel to personal counsel for a B-Mex member reflecting, *inter alia*, legal advice provided in regards to B-Mex company matters, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is a letter from Ayervais to L Vance Brown, attorney for B-Mex II member Linda Brock, dealing with her previous request to access company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence and a company record. Linda Brock was not Ayervais's client and she sought no legal advice.

	There was no claim of privilege or request for confidentiality anywhere in the letter by Ayervais. . There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 425 - Doc ID Number 5285	
Requested Party	Date: 10/10/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Daniel Rudden, John Conley, Erin Burr
	Email chain with B-Mex corporate counsel and B-Mex members regarding settlement negotiations and potential litigation/arbitration between company members.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication was made for the purposes of settlement negotiations and the

	parties to the communication also expected that their communication would remain confidential and privileged. IBA Rules, Articles 9.3(b) and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 426 - Doc ID Number 4882	
Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown, Karen Trowbridge, Gordon Burr, Erin Burr
	Email chain between B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members relaying, *inter alia*, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is a response to a B-Mex II member's attorney (Vance Brown, representing Member Linda Brock) regarding company governance and access to company records under the operating agreement. No legal advice was sought by the Member and none was provided by Ayervais; only

	a defense of the positions taken by B-Mex II regarding access to the company records. There was no claim of privilege or request for confidentiality in the letter by Ayervais. The letter represents routine business communications between the company and its members, correspondence which should be produced. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Linda Brock was clearly not Mr. Ayervais's client. There are no markings confirming this particular document was submitted in the above referenced AAA arbitration, however this could be a duplicate of such a produced document that was in Taylor's possession. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after

	the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 427 - Doc ID Number 6143	
Requested Party	Date: 04/20/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Phillip Parrot, Randall Taylor
	Note this document is duplicative of Document ID Number(s) **6144** Communication discussing privileged and confidential settlement in Chow case

	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 428 - Doc ID Number 5055	
Requested Party	Date: 06/21/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley, Dan Rudden, Gordon Burr, Nick Rudden
	Email exchange between Randall Taylor, the B-Mex Board, and outside counsel to members of the Board regarding confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with claims of a debt owed and is a business dispute. The communication are business records and not privileged. The June 21, 2016, email sent by Conley to Taylor was without any claim of confidentiality or privilege by him. By doing so, Conley waived claims to attorney client privilege or confidentiality. There are no references to the

	QEU&S Engagement Agreement and terms related to the same. At this time there were no privileged settlement negotiations ongoing as the process and claim were just being initiated and no party had made such a claim of or demand for privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 429 - Doc ID Number 6259	
Requested Party	Date: 02/14/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Birr, Erin Burr, Daniel Rudden, John Conley, Nick Rudden
	Note this document is duplicative of Document ID Number(s) **6156** Email from Randall Taylor reflecting, *inter alia*, information related to confidential settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive privilege on behalf of the B-Mex

	members, some of which are copied in the email. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document discusses settlement of a debt claim, a business dispute, making the document a business record. The letter mentions "restarting" the settlement negotiations showing that negotiations were not ongoing, therefore not reflective of an active, confidential settlement offer. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information towards B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.*

	In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 430 - Doc ID Number 5313	
Requested Party	Date: 03/12/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Phillip Parrott
	Email from Randall Taylor to NAFTA Counsel regarding NAFTA case and terms of engagement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the

	privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting terms of engagement with NAFTA Counsel.

Document log number 431 - Doc ID Number 5094	
Requested Party	Date: 01/09/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Gordon Burr, Neil Ayervais, Phillip Parrot, Mike Drews, David Orta
	Email communication between Mr. Taylor, B-Mex representatives, and B-Mex corporate counsel reflecting privileged and confidential settlement discussion.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 432 - Doc ID Number 5439	
Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email and letter attachment from Mr. Taylor to Neil Ayervais discussing, inter alia, the details of the Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Neither the email nor the attachments make claims of privilege or requests for confidentiality. The communications are business records and not privileged. As to the Burr to Board 7.29.16 attachment, the Tribunal already ruled in favor of production to this extent: From Annex A to PO#13, Document Log 17: "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, subject to the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S save insofar as it is already available to the public from the proceedings before the Denver District Court."

	As to the 16.10.19 Taylor response to Ayervais 16.10.18 letter attachment, the letter concerns company governance matters and access to company records which means the letter is not subject to privilege. The document contains no reference to this arbitration nor the QEU&S Engagement Letter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of the Engagement Agreement between Claimants and NAFTA Counsel save insofar as it is already available to the public from the proceedings before the Denver District Court.

Document log number 433 - Doc ID Number 6329 – Intentionally left blank	
Requested Party	Date:
	Author(s)/Sender(s):

	Recipient(s):
Requesting Party	Challenge of privilege or confidentiality claim, if any
Tribunal	Ruling

Document log number 434 - Doc ID Number 5828	
Requested Party	Date: 07/02/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Letter from Mr. Taylor to Neil Ayervais and the Board of B-Mex II, LLC reflecting, inter alia, information related to settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement negotiations between B-Mex members. The parties to the settlement negotiations expected that the settlement negotiations and any information related to the same would be confidential. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 435 - Doc ID Number 4941	
Requested Party	Date: 11/18/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article

	9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 436 - Doc ID Number 5891	
Requested Party	Date: 12/29/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email chain between Claimants' NAFTA Counsel, Mr. Taylor, Claimants, and B-Mex's outside corporate counsel, requesting and discussing legal advice from NAFTA Counsel regarding NAFTA filings.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 437 - Doc ID Number 6647	
Requested Party	Date: 03/00/2017
	Author(s)/Sender(s):
	Recipient(s):
	[Note this document is duplicative of Document ID Number(s): **6362**] Duplicate of **Document Log Number 83 in Annex B to PO13** Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: Taylor agrees to now waive his previous objections to QEU&S Claimants' claim for privilege or confidentiality as detailed in Document Log Number 83 in Annex B to PO13 and in this Log. Taylor is accepting of the Tribunal ruling.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Number 83 in Annex B to PO13.

Document log number 438 - Doc ID Number 5872	
Requested Party	Date: 12/23/2013
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Erin Bur

	Email exchange providing legal advice related to an operating agreement that the parties were negotiating.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The dates of the email exchange in the document are December 11, 2013 and 12/23/2013. The dates on this document predate the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectively. There is no operating agreement attached in the correspondence. There were no claims of privilege or requests for confidentiality in either email. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 439 - Doc ID Number 5993	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal

	advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible).

	In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 440 - Doc ID Number 5727	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, Daniel Rudden, John Conley
	Email chain between Randall Taylor, David Ponto, Neil Ayervais and Gordon Burr reflecting, inter alia, information related to confidential settlement negotiations between members of B-Mex companies, and legal advice provided by outside B-Mex corporate counsel and NAFTA Counsel, as well as details of Engagement Agreement between NAFTA Counsel and Claimants.

	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. In addition, the email communication reflects legal advice and mental impressions of B-Mex's corporate counsel and NAFTA Counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex or the QEU&S Claimants. The parties to the communication also expected that their discussion with B-Mex's corporate counsel and NAFTA Counsel would remain confidential, privileged, and protected from disclosure. In addition, the document is protected from disclosure as it relates to a confidential settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at

	1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 441 - Doc ID Number 5409	
Requested Party	Date: 10/25/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Erin Burr, Gordon Burr, Neil Ayervais
	Email communication between claimants and NAFTA counsel regarding NAFTA engagement agreement and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA

	Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 442 - Doc ID Number 5070	
Requested Party	Date: 10/7/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Erin Burr, David Orta
	Email from Randall Taylor to NAFTA counsel regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 443 - Doc ID Number 6201	
Requested Party	Date: 08/30/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta

	[Note this document is duplicative of Document ID Number(s): **6327, 6364, 6371, 6376, 6382, 6455, 6591, 6593**] Letter from Mr. Taylor to David Orta regarding the NAFTA arbitration and discussing legal advice, mental impressions and strategy of counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The parties to the Engagement Agreement, including NAFTA Counsel, expected that their discussions pertaining to the NAFTA Arbitration would be confidential, privileged, and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 444 - Doc ID Number 4963	
Requested Party	Date: 12/09/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Record of telephone call between Mr. Taylor and David Orta, counsel for the QEU&S Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication between Quinn Emanuel and Mr. Taylor when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 445 - Doc ID Number 5084	
Requested Party	Date: 10/07/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Dan Rudden, John Conley, Erin Burr

	Email communication to Mr. Taylor and B-Mex Board reflecting legal advice from B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 446 - Doc ID Number 5833	
Requested Party	Date: 03/16/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, John Conley, Dan Rudden, David Ponto, Randall Taylor, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5765**] Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in

	International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 447 - Doc ID Number 5510	
Requested Party	Date: 02/20/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Neil Ayervais, and Gordon Burr
	Email exchange discussing privileged and confidential settlement with Alfonso Rendon.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication discusses a privileged and confidential settlement between the Claimants and Alfonso Rendon. As such this communication is protected from disclosure as it communicates regarding the substance of and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 448 - Doc ID Number 6454	
Requested Party	Date:
	Author(s)/Sender(s): Randall Taylor and other B-Mex members
	Recipient(s): B-Mex, LLC and B-Mex II, LLC
	Exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, inter alia, details of Engagement Agreement

	between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 449 - Doc ID Number 4600	
Requested Party	Date: 09/27/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have

	not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all the members of B-Mex and B-Mex II. The information in the 09/27/2017 email from Erin Burr, a non-attorney, was sent to the Membership, was not protected, and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated

	by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 450 - Doc ID Number 5434	
Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, Daniel Rudden, Erin Burr
	Email chain between B-Mex's outside corporate counsel and Mr. Taylor relaying legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate

	counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with Company governance and calls for an election and is a standard business communication, thus it should be produced. There are no claims of privilege or request for confidentiality in the document either by Ayervais or Taylor. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted). • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 451 - Doc ID Number 6040	
Requested Party	Date: 01/10/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Erin Burr, John Sawyer
	Email exchange providing legal advice related to potential litigation.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The date of this document, January 10, 2014 predates the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectfully. The document is a business record and thus producible. There is no claim of privilege or request for confidentiality in the email chain, either by Taylor or Ayervais. The document deals with threatened litigation between B-Cabo, LLC and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Claimant Taylor was not a party to the litigation. Taylor was not a client of Ayervais, and any claims of privilege would be waived by Ayervais seeking information or consultation by Taylor, a non-party without prior claims of privilege or requests for confidentiality. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 452 - Doc ID Number 6110	
Requested Party	Date: 02/20/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email communication discussing confidential settlement with Alfonso Rendon and requesting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication between Quinn Emanuel and Mr. Taylor when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 453 - Doc ID Number 5357	
Requested Party	Date: 01/06/2016
	Author(s)/Sender(s):
	Recipient(s):
	[Note this document is duplicative of Document ID Number(s): **5451**] Recording of conversation between Randall Taylor, Gordon Burr, and Erin Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said

	agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* Document ID 5357 is a recorded conversation between the Randall Taylor, Gordon Burr and Erin Burr, dealing primarily with, among other things, an outstanding loan and company governance. As shown in the recording, at no time did Gordon Burr or Erin Burr make any indication or claim that any of the information shared was to be considered confidential. Taylor was who produced this document. **At the time of this conversation, Taylor was not a client of QEU&S** as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. Gordon Burr and Erin Burr are not attorneys. At the time Erin Burr was not even an employee of the company. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The discussion pre-dates the February 25, 2016 Engagement Agreement thus, at the time of this recording, QEU&S having expectations under the terms of the Engagement Agreement was not possible. With novation of the 2015 Engagement Agreement, the February 25, 2016, contract voided the previous Engagement Agreement. Taylor is no longer a client of QEU&S. Without any claims of privilege or requests for confidentiality, any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege.

	To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were years along. To the extent there are any statements deemed privileged in the document, redaction of those statements will allow other pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 454 - Doc ID Number 4960	
Requested Party	Date: 01/16/2014
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5715**] Email from Randall Taylor to Neil Ayervais and Gordon Burr requesting legal advice on filing of complaint in Colorado court related to Cabo transaction.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The dates of this document, January 15, 2014 and January 16, 2014 both predate the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectfully. The document is a business record and thus producible. There is no claim of privilege or request for confidentiality in the email chain, either by Taylor or Ayervais.

	The document deals with threatened litigation between B-Cabo, LLC and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Claimant Taylor was not a party to the litigation. Taylor was not a client of Ayervais and any claims of privilege would be waived by Ayervais seeking information or consultation by Taylor, a non-party without prior claims of privilege or requests for confidentiality. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in email communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 455 - Doc ID Number 6292	
Requested Party	Date: 04/03/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Letter from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration and reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel

	would remain confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that the Engagement Agreement and any terms related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 456 - Doc ID Number 5033	
Requested Party	Date: 05/18/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **5038, 5042**] Email and letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration and reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By May 18, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege by QEU&S or David Orta. The document is incomplete as it fails to include the attachment letter. The missing letter attachment should be added to complete the document. The missing letter is: 2020-05-15 Rtaylor notice to QE re NAFTA failure to maintain common positions.pdf The email and letter from Taylor contain no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 457 - Doc ID Number 4703	
Requested Party	Date: 09/06/2019
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order.

| | *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*
This document is a business communication widely circulated to all the members of B-Mex and B-Mex II.

The information in the 09/06/2019 email from Erin Burr, a non-attorney, was sent to the Membership, was not protected, and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC.

Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order.

Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.

The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; |

	allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 458 - Doc ID Number 4962	
Requested Party	Date: 10/15/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, John Conley, Neil Ayervais, Erin Burr
	Email and attachments from Mr. Taylor to outside B-Mex corporate counsel and B-Mex management including exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege

	belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email communications primarily deal with company governance issues regarding an election. No legal advice was provided. The email chain is primarily routine business correspondence regarding company governance making them business records. There was no claim of privilege nor request for confidentiality in any of the communications. Omitted and not produced with the document are the following identified documents: Exhibit A Demand Letter Manager Class A Manager vote, annual meeting and removal Class B Managers, BMEX II, LLC (1).pdf; 18.10.14 forward of 18.10.9 Demand Letter to BMEX II, Ponto, Brock, Taylor and Kramer plus Schempp and Crooks.pdf These documents should be included and produced as part of the overall document. Full and complete copies of some of the originals of the referenced documents are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Those documents available to the public without limitation are, 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. Many of the quotes from the recordings/transcripts contained in the original email transmission are also available in that same Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document); • No. 6 (Documents contain confidential information that can be redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 459 - Doc ID Number 4770	
Requested Party	Date: 10/31/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email chain reflecting email and attachments from Randall Taylor to John Williams reflecting, inter alia, information related to confidential settlement negotiations between members of B-Mex companies, and details of Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. B-Mex members also expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 460 - Doc ID Number 5691	
Requested Party	Date: 02/21/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Erin Burr

	Email chain between B-Mex's outside corporate counsel and Mr. Taylor relaying legal advice regarding matters related to the B-Mex companies and mental impressions and legal advice from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in either email, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 461 - Doc ID Number 4948	
Requested Party	Date: 06/28/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Tery Larrew, John Conley, Dan Rudden, Gordon Burr
	Email exchange with the B-Mex Board reflecting privileged and confidential terms of the QEU&S Engagement Letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: This email communication reflects terms of the QEU&S Engagement Letter. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 462 - Doc ID Number 6698	
Requested Party	Date: 01/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Erin Burr, John Conley, Dan Rudden
	[Note this document is duplicative of Document ID Number(s): **6745, 6795**] Duplicate of **Document Log Number 1 in Annex A to PO13** Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC discussing details of Claimants' Engagement Agreement with NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC were entered at a time when the Engagement Agreement with QEU&S was being negotiated, and the minutes reflect the terms and of the agreement as well as other work product and attorney-client communications. The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: The Tribunal has already addressed production of this document: From Annex A to PO#13, Document Log 1: "The QE Claimants are directed to produce the 14 January 2016 Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC, <u>subject to</u> the redaction of those portions reflecting or recording (i) the terms of the Engagement Agreement and (ii) any attorney work product and attorney-client communications, <u>save insofar</u> as such portions have been previously disclosed in litigation between Randall Taylor, David Ponto and B-Mex LLC and B-Mex II, LLC, which portions should remain unredacted." Taylor is accepting of the Tribunal ruling.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Number 1 in Annex A to PO13.

Document log number 463 - Doc ID Number 4728	
Requested Party	Date: 10/6/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): David Ponto, Gordon Burr, Erin Burr
	Email and letter from B-Mex's outside corporate counsel to David Ponto and Mr. Taylor reflecting, inter alia, legal advice regarding matters related to the B-Mex companies and NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication and letter is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The

	parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters and the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with a dispute between members and management over company governance, compensation, and unpaid debts. Ayervais makes no claim of privilege or request for confidentiality in the document. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject

	2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 464 - Doc ID Number 4677	
Requested Party	Date: 07/06/2016
	Author(s)/Sender(s): David Ponto
	Recipient(s): Randall Taylor
	Email exchange forwarding a previous communication between David Ponto and the B-Mex Board pertaining to B-Mex corporate matters reflecting privileged terms of the NAFTA Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: This email communication reflects terms of the QEU&S Engagement Letter. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a).

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: There was no claim of privilege or request for confidentiality anywhere in the correspondence. It is a correspondence regarding a business dispute (not a legal dispute) regarding compensation of managers and is independent of the terms of the Engagement Agreement. There is no mention of the Quinn Emanuel Engagement Letter. There is no direct mention of the NAFTA arbitration. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 465 - Doc ID Number 5948	
Requested Party	Date: 09/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and

	protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 466 - Doc ID Number 4880	
Requested Party	Date: 10/23/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Benjamin Chow, Luc Pelchat, Gordon Burr, Erin Burr
	Email communications with B-Mex counsel containing legal advice regarding merger with Grand Odyssey.
	The email communication reflects legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 467 - Doc ID Number 5262	
Requested Party	Date: 11/28/2015
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Robert S. Brock
	[Note this document is duplicative of Document ID Number(s): **6422**] Communication from Gordon Burr responding to a letter by Robert S. Brock, B-Mex Company member, containing information related to the confidential terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting (a) terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration; and (b) legal advice related to the NAFTA Arbitration.

Document log number 468 - Doc ID Number 4767	
Requested Party	Date: 10/11/2017
	Author(s)/Sender(s): Maria Fernanda Rea Anaya
	Recipient(s): Chrystian Hernandez
	Communication prepared by Mexican co-counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA co-Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) Note that the status of the sender and/or recipient as Claimants' "Mexican co-counsel" or as "NAFTA co-counsel" has not been established.
Tribunal	Objection upheld.

Document log number 469 - Doc ID Number 4721	
Requested Party	Date: 09/08/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **4740**] Email chain between Claimants' NAFTA Counsel and Mr. Taylor containing confidential information about the NAFTA Arbitration and mental impressions and strategy of counsel regarding the NAFTA arbitration. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for the purposes of securing legal advice of NAFTA Counsel. Various of the QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).

	Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 470 - Doc ID Number 4526	
Requested Party	Date: 08/22/2019
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Erin Burr, Gordon Burr, Philip Parrott
	Email chain between Randall Taylor to NAFTA Counsel reflecting, inter alia, legal advice and strategy in regards relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 471 - Doc ID Number 5638	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Dan Rudden, John Conley, Erin Burr
	Email reflecting communication with B-Mex outside counsel and reflecting the privileged and confidential terms of the Quinn Emanuel engagement letter.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. The email communication communicates the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 472 - Doc ID Number 6290	
Requested Party	Date: 11/06/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Members of B-Mex, M-Mex II, and Palmas South
	Note this document is duplicative of Document ID Number(s): **6577**] Duplicate of **Document Log Number 21 in Annex B to PO13** Email communication reflecting privileged terms of NAFTA Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *The document was previously produced as Document Log Number 21 in Annex B to PO13 and Respondent did not challenge the stated claim of privilege and/or confidentiality by QEU&S. Because Taylor does not anticipate using the document in his case, Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 473 - Doc ID Number 6264	
Requested Party	Date: 04/16/2019
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 474 - Doc ID Number 6022	
Requested Party	Date: 03/06/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts.

	The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document); • No. 2 (Insufficiently supported claim of confidentiality or privilege) as per Mr. Taylor´s explanation above.
Tribunal	Objection upheld.

Document log number 475 - Doc ID Number 5385	
Requested Party	Date: 10/18/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Erin Burr
	Email from Randall Taylor to B-Mex corporate counsel regarding legal advice on behalf of the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication requests legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records. Some of the issues go to the core of the current arbitration. The emails are company records. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The emails are company records. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. There is no mention of the NAFTA arbitration or of any terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document); • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege); • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 476 - Doc ID Number 5454	
Requested Party	Date: 10/21/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor, Neil Ayervais, Gordon Burr, John Conley, Daniel Rudden
	Email chain between Randall Taylor and B-Mex corporate counsel reflecting legal advice on behalf of the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with company governance and contain no references to this arbitration or the terms of the QEU&S Engagement Letter are therefore subject to production. The document is a company record. There was no claim of privilege or request for confidentiality in the email, either by Taylor or Ayervais. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. This document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 477 - Doc ID Number 5171	
Requested Party	Date: 02/22/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5519, 5680**] Email exchange between Mr. Burr, Mr. Ayervais, and Mr. Taylor reflecting the documents in his possession and requesting corporate documents from B-Mex and B-Mex II.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication requesting documents from B-Mex and B-Mex II and involving the companies' corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an email drafted by Taylor dealing with access to company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence, making it a company record. There was no claim of privilege or request for confidentiality. Claimant Taylor was the only creator of content in the email. There is no mention of terms contained in the Quinn Emanuel Engagement Letter or the NAFTA arbitration. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 478 - Doc ID Number 4940	
Requested Party	Date: 11/11/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 11/11/2016 email from Erin Burr, a non-attorney, was sent to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its

	logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 479 - Doc ID Number 4590	
Requested Party	Date: 10/10/2016
	Author(s)/Sender(s): Vance Brown
	Recipient(s): B-Mex members
	Letter from personal counsel to one of B-Mex's members to outside B-Mex corporate counsel reflecting, inter alia, legal advice provided by outside B-Mex corporate counsel in relation to B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex members. The parties to the communication also expected that their discussion with outside B-Mex corporate counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a letter dealing with access to company records and other matters regarding company governance. The author of the document makes no claims of privilege nor any requests for confidentiality. The document is routine company correspondence with a Member and thus a business record. There is no mention of terms contained in the Quinn Emanuel Engagement Letter or this arbitration. Brown was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.</u> The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) <u>was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-

	Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 480 - Doc ID Number 6018	
Requested Party	Date: 02/26/2020
	Author(s)/Sender(s): B-Mex LLC, B-Mex II, LLC
	Recipient(s): American Arbitration Association
	Claimants' Closing Argument in AAA Arbitration reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with a dispute between members and management over company governance, compensation, and unpaid debts. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal.

	This document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 481 - Doc ID Number 5959	
Requested Party	Date: 08/03/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, John Conley, David Ponto
	Email chain between outside corporate counsel to B-Mex, Randall Taylor, and B-Mex management reflecting, inter alia, information regarding confidential settlement negotiations related to B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication is protected from disclosure as it relates to a confidential settlement negotiations. The QEU&S Claimants expected that their confidential settlement communication would remain confidential. They also expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 482 - Doc ID Number 5906	
Requested Party	Date: 12/20/2018
	Author(s)/Sender(s): Jennifer Osgood
	Recipient(s): David Orta
	Letter from Mr. Taylor's personal counsel to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration and reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants.

	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter requests no legal advice from NAFTA counsel. The letter is from Taylor's AAA Arbitration Attorney Osgood to his NAFTA attorney, Orta requesting documents. The attorney client privilege is Taylor's to waive. By producing the document, Taylor is waiving his privilege. "A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 483 - Doc ID Number 6150	
Requested Party	Date: 03/07/2016
	Author(s)/Sender(s): B-Mex outside counsel
	Recipient(s): Boards of B-Mex, B-Mex II, and Palmas South
	Letter from B-Mex outside counsel (letter is unsigned) to the Boards of B-Mex, B-Mex II, and Palmas South.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments were made for purposes of communicating legal advice from outside counsel hired by B-Mex members. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with B-Mex outside counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The subject document, a Demand Letter asking for action in compliance with the company's fiduciary duties, was from Stephen Kapnik representing several parties, including Claimant Taylor. He was not representing the parties as Members rather in their individual capacity. There was no request for confidentiality nor claims of privilege in the letter. The was no request for legal advice. There is no basis for B-Mex to claim privilege to a demand letter sent from third parties. A full and complete copy of the executed Letter is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. The Letter is contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)

Tribunal	Objection dismissed. Document to be produced in full.

Document log number 484 - Doc ID Number 5979	
Requested Party	Date: 03/12/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, Dan Rudden, John Conley
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The document fails to include an attachment which should be added to complete the document. The missing attachment is: Selltlement Agreement 2.12.17.docx The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provides information of B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

	A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)
Tribunal	Objection upheld.

Document log number 485 - Doc ID Number 5772	
Requested Party	Date: 03/07/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, John Conley, Dan Rudden, Neil Ayervais, David Ponto, Randall Taylor
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal

| | advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. There are no requests for confidentiality or claims of privilege in the email chain.

The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provides information of B-Mex or B-Mex II company operations, thus should be discoverable.

Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege.

All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it |

	unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)
Tribunal	Objection upheld.

Document log number 486 - Doc ID Number 5054	
Requested Party	Date: 09/27/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email from Erin Burr to B-Mex members reflecting legal advice from Quinn Emanuel related to NAFTA and Colorado litigation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email reflects legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all the members of B-Mex and B-Mex II. The information in the 09/27/2017 email from Erin Burr, a non-attorney, was sent to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the

	general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 487 - Doc ID Number 6350	
Requested Party	Date: 10/22/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Robert Brock, Vance Brown, Neil Ayervais
	Email communication and attachment between counsel for Mr. Brock and corporate counsel for the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure., The email communication and attachment reflect a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged,

	and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is misidentified. The document is an email by Dan Rudden to Taylor forwarding the below described July 29, 2016, Burr email. In the email from July 30, 2016, Rudden's forwarding email, there was no claim of privilege or request for confidentiality. The Tribunal has already ordered the production to Respondent of the July 29, 2016 Burr email included in the document, that being from gordon-burr@comcast.net to tlarew@caddiscapital.net et al. From Annex A to PO#13, Document Log 17: "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, subject to the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S save insofar as it is already available to the public from the proceedings before the Denver District Court." Taylor is accepting of the Tribunal's existing ruling. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 488 - Doc ID Number 5873	
Requested Party	Date: 01/03/2018
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **5901**]

	Email chain between Claimants' NAFTA Counsel, Mr. Taylor, Claimants, and B-Mex's outside corporate counsel, requesting and discussing legal advice from NAFTA Counsel regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 489 - Doc ID Number 5842	
Requested Party	Date: 09/14/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email thread from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By September 14, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege by QEU&S or David Orta. The email from Taylor contains no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. There is no mention of this arbitration in the email chain. There are no attachments to the subject email. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) Note that Mr. Taylor has indicated that on the date of this communication: "Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege by QEU&S or David Orta"
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 490 - Doc ID Number 4694	
Requested Party	Date: 10/26/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Miguel Noriega
	Email chain reflecting communications prepared by NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 491 - Doc ID Number 5920	
Requested Party	Date: 02/05/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Miguel Noriega
	Letter from B-Mex's outside corporate counsel to one of B-Mex's members reflecting, inter alia, legal advice regarding matters related to the B-Mex

	companies and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that the Engagement Agreement and any terms related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document/letter is misidentified. The letter is a B-Mex II -Ayervais response to a letter from B-Mex II Member Linda Brock regarding company governance and access to company records under the operating agreement. No legal advice was sought by the Member, and none was provided by Ayervais; only a defense of the positions taken by B-Mex II regarding access to the company records. The letter is standard communication and a company record. There was no claim of privilege or request for confidentiality in the letter by Ayervais. The letter represents routine business communications between the company and its members, correspondence which should be produced. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Linda Brock was clearly not Mr. Ayervais's client. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 492 - Doc ID Number 6707	
Requested Party	Date: 02/25/2016
	Author(s)/Sender(s): B-Mex and B-Mex II managers
	Recipient(s):
	[Note this document is duplicative of Document ID Number(s): **6754, 6804**] Consent Resolution of the Board of B-Mex and B-Mex II reflecting privileged terms of the Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of the Quinn Emanuel Engagement.

Document log number 493 - Doc ID Number 5569	
Requested Party	Date: 10/07/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **5579**] Read receipt from NAFTA counsel re NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 494 - Doc ID Number 4766	
Requested Party	Date: 02/16/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley
	Letter from Randall Taylor to B-Mex's outside corporate counsel seeking legal advice relating to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of seeking legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The subject document is a letter, dated February 16, 2016, written by Taylor and contains no claims of privilege nor request for confidentiality. The document contains no response from B-Mex Counsel. The letter deals with company governance issues, which renders this a standard business communication and a company record. The letter makes no mention of this NAFTA arbitration, QEU&S, the QEU&S Engagement Letter, or any QEU&S strategy or any issues related to any of the aforementioned. At the time of the sending of this letter, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. Taylor was not a client of Ayervais and did not seek legal advice from him The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would

	be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Because of the timing, prior to Taylor becoming a client of QEU&S, there were no “expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen.” Taylor is no longer a client of QEU&S and has not been since May 15, 2020. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along.

	Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 495 - Doc ID Number 6629	
Requested Party	Date: 09/19/2016
	Author(s)/Sender(s): Linda Brock
	Recipient(s): Neil Ayervais, Gordon Burr
	Request for information and legal advice from a B-Mex member of B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachments reflect a communication to B-Mex's corporate counsel regarding B-Mex's corporate matters and requesting legal advice regarding the same. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a draft letter from B-Mex II Member Linda Brock to B-Mex II regarding company governance and access to company records under the operating agreement produced from Taylor's records. The draft letter was provided Taylor by Brock with no claim of privilege. No legal advice was sought by the Member Brock in the letter.

	The letter represents routine business communications between the Taylor and a fellow member, correspondence which should be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 496 - Doc ID Number 5598	
Requested Party	Date: 02/20/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Neil Ayervais, and Gordon Burr
	[Note this document is duplicative of Document ID Number(s): **5674, 5676**] Email exchange between Mr. Burr, Mr. Ayervais, and Mr. Taylor discussing settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication discusses a privileged and confidential settlement between certain of the Claimants. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

	A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 497 - Doc ID Number 5635	
Requested Party	Date: 08/25/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Dan Rudden, Neil Ayervais, John Conley
	Email communication reflecting confidential settlement discussions, legal advice, and reflecting terms of the Quinn Emanuel Engagement Letter.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it discusses a confidential settlement agreement. The communication also reflects legal advice as well as the terms of the QEU&S Engagement Letter. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* The document shows correspondence regarding settlement of a debt claim, a business dispute. The correspondence were not confidential as no party had sought to make the discussions confidential or subject to privilege. There was no mention of the NAFTA arbitration other than a reference that funds received under the NAFTA arbitration might be a source of funding of the repayment. The correspondence is a business record. There was no claim of privilege or request for confidentiality in the email chain by any party. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 498 - Doc ID Number 6113	
Requested Party	Date: 01/04/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Phillip Parrott, Julianne Jaquith
	Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 499 - Doc ID Number 6140	
Requested Party	Date: 12/09/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication reflecting privileged attorney client discussion.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 500 - Doc ID Number 5809	
Requested Party	Date: 04/12/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **5812**] Email communication with B-Mex et al. outside counsel regarding issues potentially related to NAFTA Arbitration.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 501 - Doc ID Number 5628	
Requested Party	Date: 08/18/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Dan Rudden, John Conley
	Email communication discussing a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* The document shows correspondence regarding settlement of a debt claim, a business dispute. The document is a company record. The correspondence was not confidential as no party had sought to make the discussions confidential or subject to privilege. There was no mention of the NAFTA arbitration other than a reference that funds received under the NAFTA arbitration might be a source of funding of the repayment. There was no claim of privilege or request for confidentiality in the email chain by any party. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provides information about B-Mex or B-Mex II company operations, thus should be discoverable.

	Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential

Tribunal	Objection dismissed. Document to be produced in full.

Document log number 502 - Doc ID Number 5108	
Requested Party	Date: 06/28/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Don Shaw, David Ponto, Brian Crooks
	Email reflecting privileged and confidential terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The e-mail communication reflects terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of Quinn Emanuel Engagement.

Document log number 503 - Doc ID Number 5769	
Requested Party	Date: 08/22/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, John Conley, Nick Rudden, Philip Parrott, David Orta, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5917**] Email chain between Randall Taylor, David Ponto, and outside B-Mex corporate counsel reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and legal advice provided by outside B-Mex corporate counsel and NAFTA Counsel, and information related to settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to

	the same would remain confidential. The document is also protected as it reflects information related to settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provides information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...]

	(c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • To the extent that the document contains legal advice by NAFTA counsel: No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 504 - Doc ID Number 4687	
Requested Party	Date: 10/17/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	Email from Randall Taylor to Neil Ayervais and Gordon Burr requesting legal advice on draft documents related to the Cabo transaction.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The date of this document, October 17, 2013, predates the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectfully. The document is incomplete as it fails to include the attachment letter. The missing letter attachment should be added to complete the document. The missing letter is: SignedLetter – Taylor -10-17-13

	There is no claim of privilege or request for confidentiality by Taylor in the email nor Burr in the missing attachment. The attachment is from Burr to Ferdosi with no copy to counsel and is a business record. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 505 - Doc ID Number 4599	
Requested Party	Date: 06/21/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley, Nick Rudden, Daniel Rudden, Gordon Burr
	[Note this document is duplicative of Document ID Number(s): **5334**] Email chain and attachments between Randall Taylor, John Conley and Nick Rudden reflecting, inter alia, confidential settlement negotiations between members of B-Mex companies and information regarding expenses related to former NAFTA Arbitration Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(b), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. In addition, the email communication is privileged and not subject to disclosure, since the QEU&S expected that information related

	to their representation by former NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain and attached document are mischaracterized. The email chain deals solely with an unpaid debt. There is one entry on the attachment of payment obligations list regarding expenses related to former NAFTA Arbitration Counsel. The entry was not related to the purpose of the communication. That entry regarding expenses related to former NAFTA Arbitration Counsel can easily be redacted. The settlement negotiations were not confidential as no participants had requested confidentiality and there is nothing in the document to support any claim of confidentiality. There is no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the email chain. The document shows communications regarding a contract in a business matter. The communications are a business record. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in

	the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information regarding expenses related to former NAFTA Arbitration Counsel.

Document log number 506 - Doc ID Number 6297	
Requested Party	Date: 07/05/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **6469, 6571**] Letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration and reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By July 5, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege by QEU&S or David Orta. The letter from Taylor contains no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 507 - Doc ID Number 6122	
Requested Party	Date: 01/04/2018
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Phillip Parrott, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s): **6123**] Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).

Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 508 - Doc ID Number 6032	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provides information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts.

	See In re General Motors Corp. Engine Interchange Litig., 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 509 - Doc ID Number 4775	
Requested Party	Date: 10/10/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Alfredo Moreno
	Communication and letter prepared by NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 510 - Doc ID Number 5882	
Requested Party	Date: 10/25/2018
	Author(s)/Sender(s): Joseph Mellon, Charles Torres
	Recipient(s): Randall Taylor
	Letter from outside counsel to the B-Mex Companies to counsel to Randall Taylor reflecting, inter alia, confidential settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is mischaracterized as it also includes notes added by Randall Taylor regarding the content of the document. The Letter is standard business communications regarding company governance and an election. These types of communication are not privileged communications and are a business record. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed There was no claim of privilege or request for confidentiality in the Letter. The mere fact that both signatory parties on the Letter are lawyers does not mean that all communications are automatically subject to attorney-client privilege. Only correspondence in which they are providing legal advice to a client would be subject to attorney-client privilege.

	The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provides information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 511 - Doc ID Number 5495	
Requested Party	Date: 05/23/2019

	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, Jennifer Osgood, David Orta, Ana Luna
	Email and letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letter were made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 512 - Doc ID Number 5137	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	Communication from B-Mex corporate counsel on behalf of the B-Mex Board to Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance and is not privileged but is routine company correspondence and a business record.

	There was no claim of privilege or request for confidentiality anywhere in the correspondence. There is no mention of terms contained in the Quinn Emanuel Engagement Letter or of any strategy in this arbitration. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 513 - Doc ID Number 5584	
Requested Party	Date: 06/29/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Gordon Burr, Neil Ayervais, Randall Taylor, David Ponto, John Conley, Tery Larrew, John Shaw
	Email reflecting privileged and confidential terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The e-mail communication reflects terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from

	disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting terms of Quinn Emanuel Engagement.

Document log number 514 - Doc ID Number 5323	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5693**] Communication between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications. The document is a company record. This arbitration nor the terms of the QEU&S Engagement Letter are not mentioned or discussed. The document is incomplete as it fails to include the attachment letter. The missing letter attachment should be added to complete the document. The missing letter is: SKM_16101410410.pdf There was no claim of privilege or request for confidentiality in any email, or the missing attachment, by any of the parties.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) Note: Respondent takes the position that the missing attachment is part of the document and should be produced.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 515 - Doc ID Number 5944	
Requested Party	Date: 09/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into

	consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 516 - Doc ID Number 5739	
Requested Party	Date: 12/14/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Neil Ayervais, Randall Taylor, Phil Parrot, Mike Drews, Jeffrey Springer, David Orta
	Email communication in furtherance of a settlement reflecting legal advice from B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 517 - Doc ID Number 6688	
Requested Party	Date: 08/05/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Dan Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s): **6735, 6785**] Minutes of Special Meeting of Managers B-Mex LLC, reflecting information related to the confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel and mental impressions and legal advice of Claimants' NAFTA Counsel regarding the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged, as required under the Engagement Agreement. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)

Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting (a) confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel; and (b) mental impressions and legal advice of Claimants' NAFTA Counsel regarding the NAFTA Arbitration.

Document log number 518 - Doc ID Number 4983	
Requested Party	Date: 07/23/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Jennifer Osgood
	Email from Mr. Taylor to David Orta seeking legal advice in connection with NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel. As such, the communication is protected from disclosure under attorney-client privilege. Therefore, under the IBA Rules, Articles 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 519 - Doc ID Number 5381	
Requested Party	Date: 06/06/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Jennifer Osgood
	[Note this document is duplicative of Document ID Number(s): **5395**] Email and letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letter were made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 520 - Doc ID Number 5319	
Requested Party	Date: 10/13/2016

	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Daniel Rudden, John Conley, Erin Burr
	Email from B-Mex corporate counsel on behalf of B-Mex Managers to Randall Taylor regarding settlement of claims.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. IBA Rules, Article 9.3(b). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email is standard business communications regarding a company debt obligation, company governance and access to company records. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in the email. The communications were not confidential settlement communications as no party had sought to make settlement communications confidential. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provides information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the

	admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 521 - Doc ID Number 4970	
Requested Party	Date: 08/01/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Erin Burr, Gordon Burr, Philip Parrott
	Email from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants, some of which are copied in the communication. The parties to the communication

	also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 522 - Doc ID Number 5788	
Requested Party	Date: 10/25/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Kris Yue, David Orta, Erin Burr
	Email communication between claimants and NAFTA counsel regarding NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 523 - Doc ID Number 4650	
Requested Party	Date: 09/05/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): Randall Taylor
	Email from David Ponto to Mr. Taylor forwarding email chain between David Ponto and outside B-Mex corporate counsel, as well as between Mr. Taylor and outside B-Mex corporate counsel, in regards to seeking legal advice in regards to B-Mex company matters and reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and legal advice provided by NAFTA Counsel and information related to settlement negotiations.

	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is also protected as it reflects information related to settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. Neither Taylor nor Ponto were seeking legal advice and none was received. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provides information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In

	adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability*. In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Full and complete copies of some of the originals of the referenced documents are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Those documents available to the public without limitation are, 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. Many of the quotes from the recordings/transcripts contained in the original email transmission are also available in that same Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 524 - Doc ID Number 5000	
Requested Party	Date: 04/26/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Rick Lang
	Email and attachments from Mr. Taylor to Rick Lang reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 525 - Doc ID Number 5620	
Requested Party	Date: 08/19/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Erin Burr, Dan Rudden, Randall Taylor, John Conley
	Email communication attaching a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The email chain deals with claims of a debt and is a business dispute, the communication about which is not privileged. This is a business record. None of the emails in the chain make any claim of confidentiality or privilege. At this time there were no privileged settlement negotiations ongoing as the process and claim were just being initiated and no party had made such a claim of or demand for privilege. There is no reference to this Arbitration, QEU&S, or the QEU&S Engagement Letter. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 526 - Doc ID Number 6407	
Requested Party	Date: 12/26/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor; David Orta; Neil Ayervais
	Attachment to email communication between claimants and NAFTA counsel regarding NAFTA litigation strategy and filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege

	in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 527 - Doc ID Number 5125	
Requested Party	Date: 04/12/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication between Mr. Taylor and David Orta requesting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for legal advice from Quinn Emanuel when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 528 - Doc ID Number 5050	
Requested Party	Date: 12/01/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Duplicate of **Document Log Numbers 27 and 28 in Annex B to PO13** Email from Erin Burr to Randall Taylor forwarding the B-Mex manager's response to a letter by Robert S. Brock, B-Mex Company member, containing information related to the confidential terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: This document is a business communication widely circulated to all the members of B-Mex and B-Mex II. This document was sent to Taylor prior to his becoming a client of QEU&S on May 23, 2016. The information in the 12/01/2015 email from Erin Burr, a non-attorney, was sent to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 9 (Tribunal has already ruled on this document). Annex B of PO 13 states in regard to entries 27 and 28: "Tribunal's ruling is reserved until issuance of the report by the privilege expert"
Tribunal	Tribunal refers to its decision on Document Log Numbers 27 and 28 in Annex B to PO13.

Document log number 529 - Doc ID Number 5467	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter to Mr. Taylor reflecting internal investigation and NAFTA litigation strategy.

	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). This email reflects NAFTA litigation strategy. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is misidentified. The document is a letter between Neil Ayervais and B-Mex II Member Frank Kramer regarding company governance matters and access to records. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. Mr. Kramer was not a client of either QEU&S or Ayervais. There was no claim of privilege or request for confidentiality by Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 530 - Doc ID Number 6000	
Requested Party	Date: 03/10/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 531 - Doc ID Number 5528	
Requested Party	Date: 10/25/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor; David Orta; Neil Ayervais
	Duplicate of **Document Log Number 59 in Annex B to PO13** Email communication between claimants and NAFTA counsel regarding settlement in B-Mex litigation, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into

	consideration “the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen.” The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	In light of the Respondent’s revised position, the Tribunal withdraws its previous decision on Document Log Number 59 in Annex B to PO13: No decision required.

Document log number 532 - Doc ID Number 5908	
Requested Party	Date: 02/21/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr, Randall Taylor, Gordon Burr, Dan Rudden, Nick Rudden, Suzanne Goodspeed, David Orta
	Email communication reflecting legal advice from Quinn Emanuel related to the NAFTA arbitration.
	QEU&S Claimants’ basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration. Moreover, the document a discussion of a confidential settlement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration (“IBA Rules”), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 533 - Doc ID Number 5463	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, John Conley, Erin Burr
	Email chain between Mr. Taylor, B-Mex’s outside corporate counsel and B-Mex management, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration, and legal advice provided by B-Mex’s outside corporate counsel with respect to B-Mex corporate matters.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain with attachments between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but is routine company correspondence and a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party, including the attached letter from Ayervais to Van Brown as counsel for B-Mex II member Linda Brock, or the attached letter from Ayervais to Taylor. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 534 - Doc ID Number 5874	
Requested Party	Date: 02/22/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Erin Burr
	Email chain between Randall Taylor, Gordon Burr, Erin Burr, and Neil Ayervais discussing legal advice of Claimants' NAFTA counsel rendered in relation to disclosure of corporate records, and containing legal opinion and mental impressions of B-Mex's outside corporate counsel concerning corporate record keeping practice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or any other communications. They also expected that their discussion with their NAFTA counsel would remain confidential, privileged, and protected from disclosure. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a) and, 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but is routine company correspondence and a company record. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)
Tribunal	Objection upheld.

Document log number 535 - Doc ID Number 6148	
Requested Party	Date: 12/09/2016
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **6149**] Email communication reflecting privileged attorney client discussion.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 536 - Doc ID Number 5503	
Requested Party	Date: 11/08/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Duplicate of **Document Log Number 80 in Annex B to PO13** Letter from B-Mex's corporate counsel to Mr. Taylor reflecting confidential terms of the Engagement Agreement between Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to

	the same would be confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), the document is protected from disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but is routine company correspondence and a company record. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 9 (Tribunal has already ruled on this document) – The Tribunal´s decision over Document Log Number 80 in Annex B to PO13 states: "Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof"
Tribunal	Tribunal refers to its decision on Document Log Number 80 in Annex B to PO13.

Document log number 537 - Doc ID Number 6531	
Requested Party	Date: 02/21/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta

	Email exchange between Mr. Taylor and David Orta regarding privileged and confidential settlement with Alfonso Rendon and attaching Mr. Taylor's signature on the settlement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects the terms of a privileged and confidential settlement between the Claimants and Alfonso Rendon. As such this communication is protected from disclosure as it communicates regarding the substance of and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 538 - Doc ID Number 4935	
Requested Party	Date: 09/16/2019
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Duplicate of **Document Log Number 56 in Annex B to PO13** Email from Erin Burr to B-Mex members reflecting legal strategy and legal advice of Claimants' NAFTA Counsel regarding the case and discussing confidential terms of engagement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that legal advice and litigation strategy of their NAFTA Counsel would be confidential and privileged. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is misdated. The correct date is 09/16/2016 not 2019. This document is a business communication widely circulated to all the members of B-Mex and B-Mex II.

	The information in the 09/16/2016 email from Erin Burr, a non-attorney, was sent to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to

	hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) **Note:** Respondent did not challenge the original entry (see Log entry 56 in PO 13, Annex B) because Mr. Taylor did not dispute then the description offered by the QE Claimants.
Tribunal	Mr Taylor did not previously object to the QE Claimants' privilege claim. In light of Mr Taylor's new submission, the Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 539 - Doc ID Number 6012	
Requested Party	Date: 09/06/2019
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email from Erin Burr to Randall Taylor relaying update provide to B-Mex members relaying legal advice, mental impressions and legal strategy from Claimants' NAFTA Counsel regarding the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The parties to the Engagement Agreement, including NAFTA Counsel, expected that their discussions pertaining to the NAFTA Arbitration would be confidential, privileged, and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all the members of B-Mex and B-Mex II. The information in the 09/06/2019 email from Erin Burr, a non-attorney, was sent to the Membership, was not protected and not kept confidential by the

	Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA “C” corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal’s ruling is reserved until issuance of the report by the privilege expert.

Document log number 540 - Doc ID Number 4804	
Requested Party	Date: 10/24/2018
	Author(s)/Sender(s): John Williams
	Recipient(s): David Ponto
	Email from John Williams to David Ponto and a number of B-Mex members regarding, and attaching, letter from outside B-Mex corporate counsel l to Mr. Taylor and other members of the B-Mex companies reflecting, inter alia, legal advice in regards to B-Mex company matters and details of Claimants’ Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants’ basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of outside B-Mex corporate counsel. The parties to the letter expected that any discussions with B-Mex counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to other B-Mex members as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants’ basis for privilege or confidentiality claim:* There was no claim of privilege or request for

	confidentiality anywhere in the correspondence. The parties are members of the LLCs. The email chain is correspondence regarding a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. B-Mex and B-Mex counsel is not a participant in the email chain, the communication is solely between the members. The Members were not seeking legal advice. There is no mention of any terms contained in the Quinn Emanuel (QEU&S) Engagement Letter. The single reference to the existence of a NAFTA arbitration is not enough to render the document privileged. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 541 - Doc ID Number 5789	
Requested Party	Date: 04/12/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): David Orta, Gordon Burr, Daniel Rudden, John Conley, Neil Ayervais, Randall Taylor
	Email chain between Claimants' NAFTA Counsel and NAFTA Claimants reflecting, inter alia, mental impressions and legal advice from NAFTA Counsel in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential

	and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 542 - Doc ID Number 6366	
Requested Party	Date:
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Members of B-Mex, LLC and B-Mex II, LLC
	Duplicate of **Document Log Number 101 in Annex B to PO13** Communication from Mr. Taylor to B-Mex members, including a number of attachments reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). The QEU&S Claimants also note that a portion of this communication was submitted by Respondent on record as part of Respondent's Exhibit R-075 (i.e., Taylor Declaration). The QEU&S Claimants hereby explicitly reserve their right to seek the Tribunal's leave to exclude Respondent's Exhibit R-075 in full or in part from the record on the basis that Respondent's Exhibit R-075 contains confidential and privileged materials that are protected from disclosure to third parties other than the QEU&S Claimants and Mr. Taylor for the reasons explained above. The QEU&S Claimants hereby request that Mexico and its counsel return all copies of or destroy Respondent's Exhibit R-075, or that it redact out any portion of that exhibit that contains any portion of the QEU&S Claimants' Engagement Letter with its counsel, as the QEU&S Claimants have not waived privilege or confidentiality with respect to their Engagement Letter. Moreover, nothing asserted herein should constitute a waiver of any rights to assert privilege and/or confidentiality over this document and/or any other documents. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: The document, a statement of candidacy for the Boards of B-Mex and B-Mex II, was drafted by Taylor and has already been circulated to multiple members of B-Mex and B-Mex II. Significant

	portions are already part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants and is currently available to the public without limitation. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 9 (Tribunal has already ruled on this document) – Log entry 101 PO 13, Annex B states: "Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof, save insofar as it is already available to the public from the proceedings before the Denver District Court."
Tribunal	Tribunal refers to its decision on Document Log Number 101 in Annex B to PO13.

Document log number 543 - Doc ID Number 6146	
Requested Party	Date: 01/03/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email chain between Claimants' NAFTA Counsel and Mr. Taylor regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 544 - Doc ID Number 5793	
Requested Party	Date: 04/12/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): David Orta, Gordon Burr, Daniel Rudden, John Conley, Randall Taylor
	Email chain between NAFTA counsel and B-Mex members regarding NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client

	Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 545 - Doc ID Number 5699	
Requested Party	Date: 02/23/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Neil Ayervais
	Email discussing privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document reflects a discussion of a privileged and confidential settlement agreement. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: The email chain contains no claims of privilege or requests for confidentiality from any party in the chain. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information regarding B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege.

	All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 546 - Doc ID Number 4820	
Requested Party	Date: 10/19/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Renata Barrera

	Email chain between Claimant in NAFTA Arbitration and third party regarding matters related to the NAFTA Arbitration following legal advice and strategy from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications taken as a result of following legal advice and strategy from NAFTA Counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.3(a), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 547 - Doc ID Number 4633	
Requested Party	Date: 10/18/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown, Karen Trowbridge, Gordon Burr, Erin Burr
	Email chain between B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members relaying, inter alia, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with company governance and requests for access to records by Member Linda Brock through her attorney Vance Brown. The email chain is a company record and thus should be produced. The five-page document contains only one non-relevant reference to this arbitration which can be redacted if needed. There is no reference to QEU&S or the QEU&S Engagement Letter. There was no claim of privilege or request for confidentiality in the email exchanges by Ayervais or B-Mex II. In none of the communications was Member Linda Brock seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.</u>

	The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 548 - Doc ID Number 6316	
Requested Party	Date: 06/08/2020
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By June 8, 2020, the date of the letter, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege by QEU&S or David Orta. There is no request for confidentiality nor claim of privilege in the letter. The email and letter from Orta of QEU&S contains no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and QE Claimants' NAFTA Counsel) Note that Mr. Taylor has stated that on the date of this communication he was no longer a Quinn Emmanuel's client.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 549 - Doc ID Number 4608	
Requested Party	Date: 11/02/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email chain between Mr. Taylor and John Williams reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 550 - Doc ID Number 6272	
Requested Party	Date: 10/17/2016
	Author(s)/Sender(s): Vance Brown
	Recipient(s): Karen Trowbridge, Neil Ayervais
	Email and letter from counsel for Mr. Brock to Mr. Ayervais related to B-Mex matters.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from counsel for a B-Mex II member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a standard business letter from a Member Linda Brock's attorney, Vance Brown, regarding company governance and a request for access to company documents. These types of communication are not privileged communications but are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in the letter from Brown. Brown was not seeking legal advice on behalf of Brock. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 551 - Doc ID Number 5594	
Requested Party	Date: 01/06/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor, Gordon Burr, and Erin Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5594 is a transcript of a recorded conversation between the parties dealing with, among other things, attempts to get Taylor repaid an outstanding loan. QEU&S and its Engagement Agreement are not discussed. At the time of this conversation, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. Gordon Burr and Erin Burr are not attorneys. At the time Erin Burr was not even an employee of the company. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The information in this recording was obtained prior to Taylor becoming a client of QEU&S and produced after he is no longer a client of QEU&S. The privilege is Taylor's to waive and by producing it, he has done so. At no time did Gordon Burr or Erin Burr make any indication or claim that any of the information they shared was to be considered confidential. Taylor

	produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 552 - Doc ID Number 5366	
Requested Party	Date: 10/12/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex's outside corporate to Mr. Taylor reflecting, inter alia, information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration, and legal advice from B-Mex outside counsel, as well as information related to settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is from Ayervais to Taylor primarily dealing with a business dispute and questions regarding the management of the company. The letter is a business record. Other than referencing potential NAFTA arbitration proceeds as a source of funding, the letter does not deal with NAFTA. There is no request for confidentiality anywhere in the letter. Any privilege in this situation should be Taylor's to waive. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-

	Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 553 - Doc ID Number 5559	
Requested Party	Date: 06/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Erin Burr
	Duplicate of **Document Log Number 38 in Annex B to PO13** Email reflecting legal advice and attorney impressions from Quinn Emanuel to the Claimants in the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of communicating legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles

	9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) The Respondent notes that while the document is described as a "communication made for purposes of communicating legal advice from Quinn Emanuel", no lawyers from Quinn Emmanuel appear as either the sender or the recipient of the communication. Moreover, all parties involved in the communication were clients of Quinn Emmanuel and thus, there would be no apparent reason for Mr. Taylor to communicate legal advice received from Quinn Emmanuel to Mr. and Ms. Burr (i.e., the recipients of the email).
Tribunal	The Respondent did not previously challenge the objection made in Log Number 38 in Annex B to PO13. In light of the Respondent's new objection, the Tribunal orders as follows: Objection upheld in part. Document to be produced subject to redaction of any portion reflecting legal advice and attorney impressions from Quinn Emanuel to the Claimants in the NAFTA Arbitration.

Document log number 554 - Doc ID Number 4686	
Requested Party	Date: 07/06/2016
	Author(s)/Sender(s): David Ponto
	Recipient(s): Randall Taylor
	Email exchange forwarding a previous communication between David Ponto and the B-Mex Board pertaining to B-Mex corporate matters reflecting privileged terms of the NAFTA Engagement.

	QEU&S Claimants' basis for privilege or confidentiality claim: This email communication reflects terms of the QEU&S Engagement Letter. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a) *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality in the email chain, either by Taylor, Ponto, or Conley. The email chain deals with company governance. There is no mention of any terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 555 - Doc ID Number 4799	
Requested Party	Date: 10/30/2018
	Author(s)/Sender(s): Joseph Mellon
	Recipient(s): David Ponto
	Letters from Joseph Mellon, outside counsel to the B-Mex companies, to Mr. Ponto reflecting, inter alia, information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective

	order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter from Attorneys Torres and Mellon to Ponto contains no requests for confidentiality nor claim of privilege. The letter contains no details regarding the terms of the Engagement Agreement whatsoever, only references that confirm its existence. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) <u>was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 556 - Doc ID Number 6446	
Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr Dan Rudden, John Conley, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **6269, 6338, 6442, 6466**] Email and attachments between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor discussing, inter alia, the details of the Engagement Agreement between Claimants and NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Document is misidentified. The Document is a letter dated 10.19.2016 from Randall Taylor to Neil Ayervais. It does appear the Letter was part of an email of even date as it references an email in the body. The letter is a standard business communication regarding company governance and access to company records and is a company record. These types of communication are not privileged communications. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in either email, by any of the parties. The Letter is missing an attachment: The missing attachment is Burr to Board 7.29.16 email As to the Burr to Board 7.29.16 attachment, the Tribunal already ruled in favor of production to this extent: From Annex A to PO#13, Document Log 17: "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, <u>subject to</u> the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S <u>save insofar</u> as it is already available to the public from the proceedings before the Denver District Court." In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted) • With respect to the missing attachment: No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 557 - Doc ID Number 6288	
Requested Party	Date: 07/14/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email communication reflecting legal advice from Quinn Emanuel and request for Mr. Taylor's signature on a document that Ms. Burr was conveying to Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of communicating legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 558 - Doc ID Number 6141	
Requested Party	Date: 04/05/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Attorney client communication involving issues related to the NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 559 - Doc ID Number 6016	
Requested Party	Date: 07/12/2019
	Author(s)/Sender(s): B-Mex and B-Mex II
	Recipient(s): American Arbitration Association
	Claimants' Response to Respondents' Counterclaim and Cross Claim reflecting, inter alia, legal advice provided by NAFTA Counsel relating NAFTA Arbitration and information related to Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of the Claimants. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Document, a pleading in the referenced AAA arbitration, is responsive to the requests of Respondent. Some of the issues in the AAA arbitration are very similar in nature to those in this arbitration. There was no agreement between the parties to keep the arbitration confidential other than to possibly some produced documents and this document does not qualify. If B-Mex wished to maintain confidentiality of this document and others of similar nature, they had the ability to obtain such an order during the AAA arbitration. They did not obtain such an order. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) <u>was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related

	to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting information related to Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 560 - Doc ID Number 6222	
Requested Party	Date: 10/22/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Document from Mr. Taylor to John Williams reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals primarily with a dispute over a request for an election to be conducted under the terms of the operating agreement of the company, company governance, compensation, and access to company records. The author was solely Taylor with no input whatsoever from QEU&S or B-Mex attorneys. There is no attorney client privilege or work-product privilege. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-

	alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege. In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Engagement Agreement between NAFTA Counsel and Claimants.

Document log number 561 - Doc ID Number 5732	
Requested Party	Date: 03/14/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Nick Rudden
	[Note this document is duplicative of Document ID Number(s): **6037**] Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would

	remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 562 - Doc ID Number 5068	
Requested Party	Date: 06/21/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley, Dan Rudden, Gordon Burr, Nick Rudden
	Email exchange and accompanying attachment between Randall Taylor, the B-Mex Board, and outside counsel to members of the Board regarding confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. The attachment reflects, inter alia, various terms of engagement with NAFTA counsel and other counsel hired by the B-Mex companies. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document shows communications regarding settlement of the Taylor debt claim, a business dispute. The communications were not confidential as no party had sought to make the communications confidential There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the email chain. The document shows communications regarding a contract in a business matter. The communications are a business record. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that

	identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 563 - Doc ID Number 5723	
Requested Party	Date: 03/12/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, David Ponto, Dan Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s): **5986**] Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts.

	There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 564 - Doc ID Number 5582	
Requested Party	Date: 08/23/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Daniel Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s): **5955**] Email chain between Mr. Taylor and outside B-Mex corporate counsel in regards to seeking legal advice in regards to B-Mex company matters and reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members. This document was also prepared for the purposes of providing legal advice. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality anywhere in the correspondence, either by Ayervais or Taylor. It is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. There is no mention of any terms contained in the Quinn Emanuel Engagement Letter. A mere mention of the NAFTA arbitration is not enough to render the document privileged.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 565 - Doc ID Number 6200	
Requested Party	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from

	disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 566 - Doc ID Number 4834	
Requested Party	Date: 03/25/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from Neil Ayervais reflecting, inter alia, legal advice from outside B-Mex corporate counsel and legal advice and strategy from NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their discussions with outside corporate counsel to B-Mex and NAFTA Counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a letter primarily regarding a business dispute (not a legal dispute) regarding corporate governance. Some of the issues go to the core of the current arbitration. At the time of this communication, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] There was no claim of privilege or request for confidentiality anywhere in the letter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Taylor was not a client of Mr. Ayervais nor was he seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) Note that Mr. Taylor has indicated: "[a]t the time of this communication, Taylor was not a client of QEU&S". Also note that Mr. Taylor has stated that he was not requesting nor Mr. Ayervais was providing legal advice of any kind.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 567 - Doc ID Number 6025	
Requested Party	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Document reflecting, inter alia, information regarding confidential settlement negotiations related to B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement negotiations. The B-Mex members expected that their confidential settlement communications would remain confidential. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members as well. Therefore, under the IBA Rules, Article 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a summary prepared by Taylor for himself summarizing various matters regarding corporate governance. Some of the issues go to the core of the current arbitration. The document was never transmitted so it is not a settlement communication. Any settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. Any settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable.

	Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document).

	Note that Mr. Taylor has indicated that "[t]he document is a summary prepared by Taylor for himself summarizing various matters regarding corporate governance".
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 568 - Doc ID Number 5840	
Requested Party	Date: 09/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown
	Letter from B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members relaying legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter deals with company governance and requests for access to records by Member Linda Brock through her attorney Vance Brown. The letter contains no references to this NAFTA arbitration, QEU&S, or its Engagement Letter. The letter is a company record. There was no claim of privilege or request for confidentiality in the letter by Ayervais. Linda Brock is not a client of Ayervais or QEU&S. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal.

	The Document should be produced.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 569 - Doc ID Number 5078	
Requested Party	Date: 04/05/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication between Mr. Taylor and David Orta requesting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for legal advice from Quinn Emanuel when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 570 - Doc ID Number 5471	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter to Mr. Taylor reflecting internal investigation and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). This email reflects NAFTA litigation strategy. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The document in question is a letter dealing primarily with an unpaid obligation, corporate governance matters and access to company documents. The document is standard business correspondence and thus a company record. There was no claim of privilege or request for confidentiality by Ayervais in the letter. Any privilege regarding the letter to Taylor should be Taylor's to waive and by his production of the document, he has waived the privilege. Ayervais was not Taylor's attorney. There is only one mention of the existence of the NAFTA litigation and no discussion of litigation strategy. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 571 - Doc ID Number 6028	
Requested Party	Date: 02/21/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Erin Burr, Randall Taylor
	[Note this document is duplicative of Document ID Number **6031**]

	Email communication discussing confidential settlement with Alfonso Rendon.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a privileged and confidential settlement. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 572 - Doc ID Number 5022	
Requested Party	Date: 05/26/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **5026, 5029**] Email and letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By May 26, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege by QEU&S or David Orta. The document is incomplete as it fails to include the attachment letter. The missing letter attachment should be added to complete the document. The missing letter is: 2020.05.26 Rtaylor Demand for NAFTA Case File follow up letter to QE.pdf The email and letter from Taylor contain no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request for legal advice. Should a claim that I am still a client of QEU&S prevail, "A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-

	business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) Note that Mr. Taylor has indicated that, at the time of this communication, he was no longer a client of Quinn Emmanuel.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 573 - Doc ID Number 4660	
Requested Party	Date: 09/11/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): Randall Taylor
	Email from David Ponto to Mr. Taylor forwarding email from Gordon Burr to Mr. Ponto and email chain between David Ponto and outside B-Mex corporate counsel, as well as between Mr. Taylor and outside B-Mex corporate counsel, in regards to seeking legal advice in regards to B-Mex company matters and reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and legal advice provided by NAFTA Counsel and information related to settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is also protected as it reflects information related to settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The forwarding of this email chain by Ponto to Taylor was done with no claim of privilege or request for confidentiality. The email communications primarily deal with company governance issues regarding an election. No legal advice was being sought or was provided. The email chain is primarily routine business correspondence regarding company governance making them business records of Taylor. There was no claim of privilege nor request for confidentiality in any of the underlying communications except for one from Ayervais dated 9/14/2018. The multiple other Ayervais communications in the email chain contain no such request. B-Mex Board member Gordon Burr responded subsequent to the 9/14/2018 email with no claim of privilege nor request for confidentiality. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information regarding B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the

	admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 574 - Doc ID Number 5052	
Requested Party	Date: 09/02/2016
	Author(s)/Sender(s): John Conley
	Recipient(s): Dan Rudden, Neil Ayervais, Gordon Burr, Erin Burr
	Duplicate of **Document Log Number 79 in Annex B to PO13** Email communication reflecting confidential settlement discussions, legal advice from B-Mex outside counsel, and terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion of a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. It also reflects legal advice related to B-Mex matters from B-Mex outside counsel. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: The Tribunal has already addressed production of this document: From Annex A to PO#13, Document Log 79:

	"Objection upheld in part. Document to be produced subject to the redaction of: (a) any portions recording or reflecting the Engagement Agreement or the terms thereof; and (b) any portions containing legal advice of B-Mex's outside corporate counsel regarding settlement proposal." Taylor has no objection.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Number 79 in Annex B to PO13.

Document log number 575 - Doc ID Number 6236	
Requested Party	Date: 10/21/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email from Randall Taylor to Neil Ayervais with accompanying attachment requesting legal advice regarding Cabo transaction.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is misidentified. It is actually Randall Taylor's comments on a draft of a contract. This document contains no request for legal advice from Neil Ayervais. The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence. The document deals with a contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. Attached as an Exhibit to the Taylor contract, is another B-Cabo contract but B-Cabo is not a participant in the main contract. If the document itself is privileged, the privilege is mine to waive. I was not a client of Mr. Ayervais. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive.

	There was no claim of privilege or request for confidentiality in the emails nor in the attachment. Explanatory background. As the subject document referenced a proposed BCABO contract as one of the Exhibits, Taylor offered Ayervais and Burr, of BCABO, the opportunity to comment or suggest amendments. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the proposed contract. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 576 - Doc ID Number 5273	
Requested Party	Date: 11/13/2015
	Author(s)/Sender(s): Robert Brock
	Recipient(s): John Conley, Daniel Rudden, Gordon Burr
	Letter from Robert Brock to John Conley, Daniel Rudden, and Gordon Burr discussing NAFTA litigation strategy and reflecting legal advice of NAFTA counsel and the terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement

	entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality in the letter from any party. The original version of this letter from Brock dealt with several topics regarding company governance and access to records. This version of the letter contains a response to the Brock questions from Conley and Rudden. A text version of this letter, with Gordon Burr's response to this letter, was sent out to over 200 B-Mex and B-Mex II members and others by Management on December 1, 2015. By sending this letter to the Membership, the information therein was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. The correspondence pre-dates the February 25, 2016, Engagement Agreement thus, at the time of this recording, QEU&S having expectations under the terms of the engagement agreement was not possible. With novation of the 2015 Engagement Agreement, the February 25, 2016, contract voided the previous Engagement Agreement. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 577 - Doc ID Number 4917	
Requested Party	Date: 12/02/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all the members of B-Mex and B-Mex II. The information in the 12/02/2015 email from Erin Burr, a non-attorney, was sent to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This

	document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B- Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B- Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 578 - Doc ID Number 5430	
Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5601**] Email and attachments between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email is missing two attachments. The two attachments to the email should be included with this document. The email and attachments were written solely by Taylor and contain no response communication from Ayervais or any of the others. The document deals with access to company records and other matters regarding company governance and is not privileged but rather is routine company correspondence and a business record. Neither the email nor the attachments make claims of privilege or requests for confidentiality. The communications are business records and not privileged. The missing attachments are Burr to Board 7.29.16 email

	16.10.19 Taylor response to Ayervais 16.10.18 letter As to the Burr to Board 7.29.16 attachment, the Tribunal already ruled in favor of production to this extent: From Annex A to PO#13, Document Log 17: : "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, subject to the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S save insofar as it is already available to the public from the proceedings before the Denver District Court." As to the 16.10.19 Taylor response to Ayervais 16.10.18 letter attachment, the letter concerns company governance matters and access to company records which means the letter is not subject to privilege The document contains no reference to this arbitration nor the QEU&S Engagement Letter. The document was drafted by Taylor and sent with no claims of privilege or requests for confidentiality. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 579 - Doc ID Number 5927	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Randall Taylor
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but is routine company correspondence and a business record. There was no claim of privilege or request for confidentiality anywhere in the correspondence. There is no mention of NAFTA, the terms contained in the Quinn Emanuel Engagement Letter or of any strategy in this arbitration. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 580 - Doc ID Number 5306	
Requested Party	Date: 10/12/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Randall Taylor, Dan Rudden, John Conley; Erin Burr, Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **5896**] Email communication and attachment with B-Mex outside counsel reflecting confidential settlement discussions and reflecting terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication communicates, inter alia, the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The document in question is an extended email chain between multiple parties. The document does not include an attachment that is part of the email chain, written by Ayervais and addressed to Taylor. The missing attachment is SKM_C654e16101212100.pdf and is attached to the 10/12/2016 email from Ayervais to Taylor. This missing attachment should be added to this document to make it complete. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor but there was one such request by Erin Burr in her email. The email chain correspondence, after the initial email from Erin Burr, a non-attorney, deals primarily with a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. The information in the 10/05/2016 email from Erin Burr, a non-attorney, contained in the chain was sent to the Membership and was not protected or kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 581 - Doc ID Number 6227	
Requested Party	Date: 08/29/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, David Orta
	Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 582 - Doc ID Number 5668	
Requested Party	Date: 10/17/2016
	Author(s)/Sender(s): Neil Ayervais

	Recipient(s): Erin Burr, Randall Taylor, Gordon Burr, Dan Rudden, John Conley
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication requesting involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications. This arbitration, QEU&S, or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in any of the emails, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	The Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 583 - Doc ID Number 5455	
Requested Party	Date: 10/21/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, Daniel Rudden
	Email with to B-Mex corporate counsel requesting legal advice and reflecting NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication requests legal advice by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance and is not privileged but rather is routine company correspondence, thus a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor but there was two such requests by Erin Burr in her emails. The email chain deals primarily with a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights

	to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is no mention of terms contained in the Quinn Emanuel Engagement letter. There is one mention brief, one sentence mention of NAFTA in the entire chain which was made by Taylor in his 10/20/2016 email to Erin Burr. That mention of NAFTA provided no detailed information. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 584 - Doc ID Number 6359	
Requested Party	Date: 05/15/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **6597, 6637**] Letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration and reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is misconstrued suggesting Taylor was asking legal advice. That was not the case. This letter sent by Taylor announced the termination of QEU&S's representation of Taylor had occurred. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter requests no legal advice from NAFTA counsel. The letter is from Taylor to his attorney and the attorney client privilege is his to waive. By producing the document, Taylor is waiving his privilege. "A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ Before the letter was sent Taylor was a client of QEU&S. The instant the letter is delivered, Taylor was no longer represented by QEU&S. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 585 - Doc ID Number 5500	
Requested Party	Date: 07/05/2016
	Author(s)/Sender(s): Cal Pierce
	Recipient(s): Randall Taylor
	Email chain between Cal Pierce and Mr. Taylor related to email from R. Taylor to B-Mex management reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with concerns regarding company governance, access to company records and salaries. None of the B-Mex entities nor Ayervais created any content contained in the email. All the correspondence was written by Taylor and Pierce. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.

	The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B- Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B- Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. This document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 586 - Doc ID Number 6302	
Requested Party	Date: 10/19/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	Email exchange and accompanying attachment requesting and providing legal advice on draft documents related to the Cabo transaction.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachment were made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is misidentified. There is no email. The document is a draft of a contract. The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence The document deals with a contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. Attached as an Exhibit to the Taylor contract, is another B-Cabo contract but B-Cabo is not a participant in the main contract. If the document itself is privileged, the privilege is mine to waive. I was not a client of Mr. Ayervais. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive. There was no claim of privilege or request for confidentiality in the agreement. Explanatory background. As the subject document referenced a proposed BCABO contract as one of the Exhibits, Taylor offered Ayervais and Burr, of BCABO, the opportunity to comment or suggest amendments. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the proposed contract. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or QEU&S Engagement Agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al. . To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal.

	The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 587 - Doc ID Number 6202	
Requested Party	Date: 05/09/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **6545, 6643**] Letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 588 - Doc ID Number 4870	
Requested Party	Date: 10/18/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown, Gordon Burr, Daniel Rudden, John Conley, Erin Burr
	Email chain between B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members relaying, inter alia, legal advice regarding matters related to the B-Mex companies.

	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with company governance and requests for access to records by Member Linda Brock through her attorney Vance Brown. The email chain is a company record and thus should be produced. The five-page document contains only one reference to the existence of this arbitration. No details about this arbitration are contained in the document. There is no reference to QEU&S or the QEU&S Engagement Letter. There was no claim of privilege or request for confidentiality in the email exchanges by Ayervais or B-Mex II. In none of the communications was Member Linda Brock seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of

	the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) *was initiated by B-Mex and B-Mex II* against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 589 - Doc ID Number 5488	
Requested Party	Date: 10/09/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, David Ponto
	Email chain between Mr. Taylor, outside B-Mex corporate counsel and Mr. Burr reflecting, inter alia, information regarding confidential settlement negotiations related to B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement negotiations. The B-Mex members expected that their confidential settlement communications would remain confidential. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members as well. Therefore, under the IBA Rules, Article 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality anywhere in the correspondence by any of the participants. The document is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding a debt, corporate governance and the rights to certain corporate records, some of the issues go to the core of the current arbitration. The discussions were not confidential as no party had sought to make the discussions confidential. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information regarding B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or

	amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. There is no mention of any terms contained in the Quinn Emanuel Engagement letter or this NAFTA arbitration. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal The Document should be produced
Requesting Party	Respondent challenges this log under the following general challenge: • No. 2 (Insufficiently supported claim of confidentiality or privilege. • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 590 - Doc ID Number 4575	
Requested Party	Date: 10/25/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email and attachment from Mr. Taylor to John Williams reflecting, inter alia, expenses related to former NAFTA Arbitration Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: QEU&S Claimants' basis for privilege or confidentiality claim: The email communication is privileged and not subject to disclosure, since the QEU&S expected that information related to their representation by former NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 2 (Insufficiently supported claim of confidentiality or privilege)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting expenses related to former NAFTA Arbitration Counsel.

Document log number 591 - Doc ID Number 5088	
Requested Party	Date: 06/21/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor, Gordon Burr
	Duplicate of **Document Log Number 34 in Annex B to PO13** Email exchange reflecting and conveying legal advice from Quinn Emanuel with respect to the NAFTA claim.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of communicating legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 9 (Tribunal has already ruled on this document)

Tribunal	Tribunal refers to its decision on Document Log Number 34 in Annex B to PO13.

Document log number 592 - Doc ID Number 5625	
Requested Party	Date: 08/18/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Erin Burr, Dan Rudden, Randall Taylor, John Conley
	Email communication attaching a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* The document shows correspondence regarding settlement of a debt claim, a business dispute. The document is a company record. The correspondence was not confidential as no party had sought to make the discussions confidential or subject to privilege. There was no mention of this NAFTA arbitration or QEU&S or their Engagement Letter. There was no claim of privilege or request for confidentiality in the email chain by any party. The settlement negotiations in this instance are between B-Mex and B-Mex II Member Taylor and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information regarding B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or

	amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel communications does not establish attorney-client privilege) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 593 - Doc ID Number 5733	
Requested Party	Date: 12/14/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Neil Ayervais, Randall Taylor, Phil Parrot, Mike Drews, Jeffrey Springer, David Orta
	Email communication in furtherance of a settlement reflecting legal advice from B-Mex corporate counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 594 - Doc ID Number 6098	
Requested Party	Date: 09/05/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Phillip Parrott
	Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.

Tribunal	No decision required.

Document log number 595 - Doc ID Number 6080	
Requested Party	Date: 06/06/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Jennifer Osgood
	Email chain between Claimants' NAFTA Counsel to Mr. Taylor made for the purposes of seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email chain was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 596 - Doc ID Number 5458	
Requested Party	Date: 10/22/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	[Note this document is duplicative of Document ID Number(s): **5798**] Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other

	matters regarding company governance and is not privileged but rather is routine company correspondence. This is a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor but there was by Erin Burr in her emails. The email chain deals primarily with a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 597 - Doc ID Number 5813	
Requested Party	Date: 04/20/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Communication reflecting legal advice from Quinn Emanuel related to Chow case and Pelchat settlement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration and the Chow case. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 598 - Doc ID Number 5633	
Requested Party	Date: 08/09/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Dan Rudden, Randall Taylor John Conley
	Email communication discussing a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim The document shows correspondence regarding settlement of a debt claim, a business dispute. The document is a company record. The correspondence were not confidential as no party had sought to make the discussions confidential or subject to privilege. There was no mention of this NAFTA arbitration or QEU&S or their Engagement Letter. There was no claim of privilege or request for confidentiality in the email chain by any party. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute.</u> The settlement negotiations revealed in this instance provides information regarding B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is

	also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	The Respondent challenges this log entry under the following challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 599 - Doc ID Number 5806	
Requested Party	Date: 04/13/2017
	Author(s)/Sender(s): John Conley
	Recipient(s): David Orta, Gordon Burr, Daniel Rudden, Erin Burr, Randall Taylor
	Email chain between NAFTA counsel and B-Mex members regarding NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidential claim.

Tribunal	No decision required.

Document log number 600 - Doc ID Number 6116	
Requested Party	Date: 01/04/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Phillip Parrott, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s): **6117**] Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings and a draft NAFTA filing.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidential claim.
Tribunal	No decision required.

Document log number 601 - Doc ID Number 6114	
Requested Party	Date: 01/04/2018
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Phillip Parrott, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s): **6115**] Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidential claim.
Tribunal	No decision required.

Document log number 602 - Doc ID Number 5407	
Requested Party	Date: 10/26/2016
	Author(s)/Sender(s): Rick Lang
	Recipient(s): Randall Taylor

	Email from Rick Lang to Mr. Taylor forwarding email thread between Rick Lang and Erin Burr reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 2 (Insufficiently supported claim of confidentiality or privilege)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 603 - Doc ID Number 5697	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. This document is a company record. These types of communication are not privileged communications. The document is a company record. The terms of the QEU&S Engagement Letter are not mentioned or discussed, nor strategies about this arbitration. There was no claim of privilege or request for confidentiality by anyone in any email. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. There is one use of the word NAFTA in the entire email chain. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 604 - Doc ID Number 5039

Requested Party	Date: 09/16/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email communication to B-Mex members reflecting privileged terms of QE Engagement Letter and legal advice from Quinn Emanuel regarding NAFTA case and Colorado case against Mr. Chow and others.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication communicates the terms of the QE Engagement letter and legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 605 - Doc ID Number 6601	
Requested Party	Date: 01/14/2016
	Author(s)/Sender(s):
	Recipient(s):
	[Note this document is duplicative of Document ID Number(s): **6229**] Duplicate of **Document Log Number 1 in Annex A to PO13** and **Document Log Number 13 in Annex B to PO13** Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC discussing details of Claimants' Engagement Agreement with NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC were entered at a time when the Engagement Agreement with QEU&S was being negotiated, and the minutes reflect the terms and of the agreement as well as other work product and attorney-client communications. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The minutes are a company business record. Under the terms of the Operating Agreement and State Law, the Minutes are available to all members of B-Mex LLC, B-Mex II, LLC and Palmas South, LLC. The Minutes have already been revealed to and circulated among many of the B-Mex members. A significant portion of the document is quoted in and is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. Portions of the minutes are quoted in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Number 1 in Annex A to PO13 and Document Log Number 13 in Annex B to PO13.

Document log number 606 - Doc ID Number 4991	
Requested Party	Date: 09/17/2020
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor

	Email and letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regard to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter were made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By September 17, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore, there can be no expectation of confidentiality or privilege by QEU&S or David Orta. **The document is incomplete as it fails to include the attachment letter. The missing letter attachment should be added to complete the document. The missing letter is: 2020.09.16_Letter to R.Taylor.pdf** The transmittal email, from Woo Yung of QEU&S to Taylor, contains no claim of privilege or request for confidentiality. The letter from David Orta contains no claim of privilege or request for confidentiality. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) The document attached to the email is part of the document and should be produced.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 607 - Doc ID Number 5960	
Requested Party	Date: 08/03/2018
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, David Ponto
	Email and attachment from Mr. Taylor to outside B-Mex corporate counsel and B-Mex management reflecting, inter alia, information regarding confidential settlement negotiations related to B-Mex companies, and draft settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement negotiations. The QEU&S Claimants expected that their confidential settlement communication would remain confidential. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members as well. Therefore, under the IBA Rules, Article 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 608 - Doc ID Number 5608	
Requested Party	Date: 03/08/2016
	Author(s)/Sender(s):
	Recipient(s):
	Recorded conversation between Randall Taylor, Gordon Burr, and Erin Burr involving NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this

	document is privileged and confidential and thus not subject to disclosure. The communication reflects legal advice from NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5280 is misidentified. It is a transcript of a recorded conversation, not a recording of a conversation, between Taylor, Gordon Burr and Erin Burr. Document 5280 is a transcript of the recorded conversation and deals with, among other things, an outstanding loan and the need for documentation and repayment, standard business communications. The document is produced by Taylor. At the time of this conversation, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. Gordon Burr and Erin Burr are not attorneys. At the time Erin Burr was not even an employee of the company. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. At no time did Gordon Burr or Erin Burr make any indication, request or claim that any of the information they shared was to be considered confidential or privileged.

	To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S's representation, those topics just came up spontaneously. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 609 - Doc ID Number 5912	
Requested Party	Date: 10/24/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor; Erin Burr; Gordon Burr; Neil Ayervais
	[Note this document is duplicative of Document ID Number(s): **5916**] Email communication between claimants and NAFTA counsel regarding NAFTA engagement agreement and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from

	disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 610 - Doc ID Number 5970	
Requested Party	Date: 08/04/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s): **5973**] Email from NAFTA counsel to Randall Taylor regarding engagement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 611 - Doc ID Number 4886	
Requested Party	Date: 11/08/2016

	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Duplicate of **Document Log Number 80 in Annex B to PO13** Letter from B-Mex's corporate counsel to Mr. Taylor reflecting confidential terms of the Engagement Agreement between Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), the document is protected from disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Taylor is satisfied with the Tribunals ruling of Document Log Number 80 in Annex B. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents

	produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Number 80 in Annex B to PO1.

Document log number 612 - Doc ID Number 5115	
Requested Party	Date: 12/23/2015
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor and Gordon Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*

	Document 5115 is a transcript of a recorded conversation between the parties dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. At the time of this conversation, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The information in this recording was obtained prior to Taylor becoming a client of QEU&S and produced after he is no longer a client of QEU&S. The privilege is Taylor's to waive and by producing the document, he has done so. At no time did Gordon Burr make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S's representation, those topics just came up spontaneously. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 613 - Doc ID Number 5502	
Requested Party	Date: 02/21/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email exchange between Mr. Taylor and David Orta regarding privileged and confidential settlement with Alfonso Rendon and attaching Mr. Taylor's signature on the settlement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects the terms of a privileged and confidential settlement between the Claimants and Alfonso Rendon. As such this communication is protected from disclosure as it communicates regarding the substance of and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 614 - Doc ID Number 5532	
Requested Party	Date: 11/10/2015
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): rsb@bart04.com
	Email from Mr. Taylor and attachments reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is a set of communications between multiple parties dealing with, among other things, a status report of items to complete a potential merger and contains references to the terms of the QE U&S Engagement Letter. A significant portion of the document should be considered routine business correspondence. There was no claim of privilege or request for confidentiality anywhere in the correspondence. Some of the issues go to the core of the current arbitration. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The referenced AAA arbitration itself was not confidential. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-

	Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Redaction of the discussions regarding the terms of the QEU&S Engagement Letter is appropriate. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 615 - Doc ID Number 5492	
Requested Party	Date: 11/23/2016
	Author(s)/Sender(s): Phillip Parrot
	Recipient(s): Erin Burr, Neil Ayervais, Gordon Burr, Dan Rudden, John Conley
	Letter communication in furtherance of a settlement which expressly states it is protected from use in any action pursuant to FRE 408 and CRE 408.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication discusses the terms of a privileged and confidential settlement between certain of the Claimants. As such this communication is protected from disclosure as it communicates regarding the substance of and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 616 - Doc ID Number 5830

Requested Party	Date: 03/16/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, John Conley, Dan Rudden, David Ponto, Randall Taylor, Erin Burr
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 617 - Doc ID Number 5051	
Requested Party	Date: 04/05/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s):David Orta
	Communication between Mr. Taylor and David Orta requesting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for legal advice from Quinn Emanuel when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 618 - Doc ID Number 4746	
Requested Party	Date: 10/14/2016

	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, John Conley, Erin Burr
	Email chain between Mr. Taylor, B-Mex's outside corporate counsel and B-Mex management, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration, and legal advice provided by B-Mex's outside corporate counsel with respect to B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. This document is a company record. These types of communication are not privileged communications. The terms of the QEU&S Engagement Letter are not mentioned or discussed, nor strategies about this arbitration. There was no claim of privilege or request for confidentiality by anyone in any email. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of

	the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. There is one use of the word NAFTA in the entire email chain. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 619 - Doc ID Number 5932	
Requested Party	Date: 09/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 620 - Doc ID Number 5073	
Requested Party	Date: 07/31/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr
	Communication from Mr. Taylor to Erin Burr attaching communication from Mr. Taylor to B-Mex members, including a number of attachments reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other

	work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with Company Governance and calls for an election and is a standard business communication, thus it should be produced. The document is incomplete as it fails to include the attachment. The missing attachment should be added to complete the document. The missing attachment is: 7.28.2020 Randall Taylor statement of candidacy .pdf. Much of the information contained in document is also contained in and is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and is currently available to the public without limitation. Thus, that information is no longer subject to privilege. There are no claims of privilege or request for confidentiality in the document. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 8 (Documents are in the public domain) The documents attached to communication should be produced.
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration save insofar as it is already available to the public from the proceedings before the Denver District Court.

Document log number 621 - Doc ID Number 4986	
Requested Party	Date: 01/21/2014
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Neil Ayervais, Gordon Burr, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **6041**] Email chain from Randall Taylor to Neil Ayervais and Gordon Burr requesting legal advice on filing a complaint in Colorado court.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain exchange has nothing to with legal advice and is mischaracterized. The email chain is merely an exchange with Taylor asking for information regarding the date of a certain event and Ayervais responding. No legal advice was provided. Taylor was not Ayervais's client in the matter and was not a participant in the litigation. The letter pre-dates by years the revised February 25, 2016 Engagement Agreement thus, at the time of this email, QEU&S having expectations under the terms of the Engagement Agreement was not possible. There was no claim of privilege or request for confidentiality in the email chain, either by Taylor or Ayervais in his response. Ayervais waived any claim to attorney client privilege with the response. The information provided by Ayervais is of public record and should not be considered privileged or confidential. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 622 - Doc ID Number 4777	
Requested Party	Date: 10/24/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): B-Mex members
	Email from David Ponto to a number of B-Mex members regarding, and attaching, letter from outside B-Mex corporate counsel l to Mr. Taylor and other members of the B-Mex companies reflecting, inter alia, legal advice in regards to B-Mex company matters and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of outside B-Mex corporate counsel. The parties to the letter expected that any discussions with B-Mex counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to other B-Mex members as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an email sent by David Ponto and sent with no claim of privilege or request for confidentiality. The document shows discussions regarding matters of corporate governance and access to records. It is communication between members and thus a business record. The document is incomplete as it fails to include the attachment letter. The missing letter attachment should be added to complete the document. The missing letter is: Ayervais BMEX response to 10.9.18 Demand Letter_.pdf

	The missing attachment, a letter from Ayervais, contains no claim of privilege or request for confidentiality and deals with company governance issues and a call for a Board Election. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) The documents attached to the email should be produced.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 623 - Doc ID Number 5336	
Requested Party	Date: 03/04/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **5346, 5362**] Email and letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this

	communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 624 - Doc ID Number 5682	
Requested Party	Date: 10/20/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	Email exchange between Randall Taylor, Neil Ayervais, and Gordon Burr reflecting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence There was no claim of privilege or request for confidentiality in the email chain. Ayervais was not Taylor's attorney. Explanatory background. There is a reference to a contract in the email exchange. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the proposed contract. Clearly any claims to confidentiality to that agreement are mine alone to make. There is no mention of NAFTA or QEU&S's Engagement Agreement or terms thereof anywhere in the agreement. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 625 - Doc ID Number 6433	
Requested Party	Date: 02/05/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Linda Brock
	[Note this document is duplicative of Document ID Number(s): **6603**] Letter from B-Mex corporate counsel to Linda Brock discussing engagement agreement with Quinn Emanuel and reflecting B-Mex legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice of B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is a standard business communication regarding company governance. These types of communication are not privileged communications but are company records. There was no claim of privilege or request for confidentiality in the letter by Ayervais. Mr. Ayervais was not Ms. Brock's attorney, and she was not his client. By sending the letter to Ms. Brock, a claim of privilege or confidentiality have been waived. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client

	privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 626 - Doc ID Number 5687	
Requested Party	Date: 03/07/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, Phillip Parrott, David Orta
	Email from NAFTA Counsel to Randall Taylor regarding NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for the purposes of securing legal advice of NAFTA Counsel. Various of the QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 627 - Doc ID Number 6050	
Requested Party	Date: 04/24/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Phillip Parrot

	[Note this document is duplicative of Document ID Number(s): **6052**] Communication discussing privileged and confidential settlement in Chow case and attaching privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also discusses and attaches a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 628 - Doc ID Number 6013	
Requested Party	Date: 03/23/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication with B-Mex et al. outside counsel regarding issues related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 629 - Doc ID Number 5397

Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Daniel Rudden, John Conley, Erin Burr
	Email from B-Mex corporate counsel to Randall Taylor regarding legal advice on behalf of the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication contains legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with Company governance and calls for an election and is a standard business communication, thus it should be produced. No legal advice was sought by Taylor, and none was provided by Ayervais. There are no claims of privilege or request for confidentiality in the document either by Ayervais or Taylor. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 630 - Doc ID Number 5995	
Requested Party	Date: 03/11/2017

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

	A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 631 - Doc ID Number 5208	
Requested Party	Date: 04/24/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Gordon Burr, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5236, 5260**] Email from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 632 - Doc ID Number 5268	
Requested Party	Date: 11/13/2015
	Author(s)/Sender(s): Robert S. Brock
	Recipient(s): Daniel Rudden; Gordon Burr; John Conley
	Duplicate of **Document Log Number 9 in Annex A to PO13** Letter from B-Mex Company member to B-Mex Board of Managers reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The reference to Annex A, Log 9 is incorrect as these are two different documents. There is no claim of privilege or request for confidentiality in the letter. This letter deals with several topics regarding company governance and access to records. This letter is a standard business communication and is a company record. As noted, the letter was not protected and kept confidential by the Boards of the manager run B-Mex companies but rather was forwarded to the general membership of the companies via email on December 1, 2015. See Document Log #209. The forwarding of the letter to non-managing members of a Manager run LLC by a non-attorney makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC.

	The correspondence pre-dates the February 25, 2016, Engagement Agreement thus, at the time of this recording, QEU&S having expectations under the terms of the Engagement Agreement was not possible. With novation of the 2015 Engagement Agreement, the February 25, 2016, contract voided the previous Engagement Agreement. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 633 - Doc ID Number 5225	
Requested Party	Date: 09/14/2019
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Erin Burr
	Email from Gordon Burr to Erin Burr forwarding email chain between Gordon Burr and David Ponto reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel, mental impressions and legal advice from outside B-Mex corporate counsel, as well as information related to settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9. (a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and

management over company governance and calls for an election. The email is a company business record.

No legal advice was sought by any party to the document.

The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable.

The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable.

Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege.

All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be

	used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting (a) the details of Claimants' Engagement Agreement with NAFTA Counsel, and (b) mental impressions and legal advice from outside B-Mex corporate counsel.

Document log number 634 - Doc ID Number 5961	
Requested Party	Date: 08/31/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley
	Email thread between B-Mex's outside corporate counsel and David Ponto, and members of B-Mex management reflecting, inter alia, legal advice and mental impressions of NAFTA Counsel and B-Mex corporate counsel, as well as details of Claimants' Engagement Agreement with NAFTA Counsel and information related to settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* There was no claim of privilege or request for confidentiality anywhere in the correspondence, by any party. The document is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance, an election, and the rights to certain corporate records. This makes the document a company record. Some of the issues go to the core of the current arbitration.

	Many of the documents and quotes referenced in the Taylor email are already part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Case 2020CV31612, and <u>are currently available to the public without limitation.</u> The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent that the QEU&S's claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege. In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 8 (Documents are in the public domain)

Tribunal	Objection upheld in part. Document to be produced insofar as it is already available to the public from the proceedings before the Denver District Court.

Document log number 635 - Doc ID Number 6247	
Requested Party	Date: 03/29/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s): **6535, 6421**] Letter from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 636 - Doc ID Number 5987	
Requested Party	Date: 04/19/2019
	Author(s)/Sender(s): Jennifer Osgood
	Recipient(s): Joseph Mellon, Charles Torres
	Email from counsel to Randall Taylor and David Ponto to outside counsel for the B-Mex companies reflecting, inter alia, confidential settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Article 9.3(b), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 637 - Doc ID Number 5943	
Requested Party	Date: 07/31/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley
	Letter from Randall Taylor to B-Mex's outside corporate counsel seeking legal advice relating to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of seeking legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in the letter by Taylor. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 638 - Doc ID Number 5045	
Requested Party	Date: 10/01/2018
	Author(s)/Sender(s): Frank Kramer
	Recipient(s): Randall Taylor
	Email from Frank Kramer to Mr. Taylor forwarding email chain between Mr. Kramer and Ms. Burr regarding Ms. Burr email to B-Mex members reflecting, inter alia, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 639 - Doc ID Number 6361	
Requested Party	Date: 10/23/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	[Note this document is duplicative of Document ID Number(s): **6435**] Duplicate of **Document Log Numbers 87, 89, and 93 in Annex B to PO13** Attachment to email from Randall Taylor to Neil Ayervais and Gordon Burr requesting legal advice on draft documents related to the Cabo transaction.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence The document is a proposed contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. Attached as an Exhibit to the Taylor contract with Ferdosi et al, is another B-Cabo contract, however B-Cabo is not a participant in the contract. I was not a client of Mr. Ayervais. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive. There was no claim of privilege or request for confidentiality in the document. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al. To the extent that the QEU&S's claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege. In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added]

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Numbers 87, 89, and 93 in Annex B to PO13.

Document log number 640 - Doc ID Number 5461	
Requested Party	Date: 06/28/2016
	Author(s)/Sender(s): Cal Pierce
	Recipient(s): Randall Taylor
	Email from Cal Pierce to Mr. Taylor related to email from R. Taylor to B-Mex management reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 641 - Doc ID Number 5468	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Erin Burr, David Ponto
	[Note this document is duplicative of Document ID Number(s): **5716**] Email with B-Mex corporate counsel discussing privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it reflects communication regarding a confidential settlement agreement and attaches a draft settlement agreement.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 642 - Doc ID Number 5047	
Requested Party	Date: 04/05/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication between Mr. Taylor and David Orta requesting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for legal advice from Quinn Emanuel when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 643 - Doc ID Number 5309	
Requested Party	Date: 07/13/2018
	Author(s)/Sender(s): Bob Brock
	Recipient(s): Randall Taylor

	Email from Bob Brock to Mr. Taylor forwarding communication from Linda Brock to B-Mex's outside corporate counsel reflecting, inter alia, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in the email chain, by any of the parties. Ms. Brock is not a client of Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 644 - Doc ID Number 5856	
Requested Party	Date: 08/21/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor; Erin Burr; Gordon Burr; Phillip Parrott; Jennifer Osgood; David Orta; Daniel Rudden; John Conley; Nick Rudden
	Email chain with NAFTA counsel and B-Mex corporate counsel regarding NAFTA litigation strategy and legal advice regarding NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). This email reflects NAFTA litigation strategy. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 645 - Doc ID Number 5459	
Requested Party	Date: 10/22/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr Dan Rudden, John Conley, Erin Burr
	[Note this document is duplicative of Document ID Number(s): **5552, 5791**] Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients,

	including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance and is not privileged but is routine company correspondence. This is a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor except by Erin Burr in her emails. The email chain deals primarily with a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent that the QEU&S's claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege.

	Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 646 - Doc ID Number 6134	
Requested Party	Date: 01/31/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, David Orta, Phillip Parrott
	Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings and a draft NAFTA filing.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 647 - Doc ID Number 6030	
Requested Party	Date: 02/27/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email chain between Mr. Taylor, B-Mex managers and B-Mex's outside corporate counsel reflecting confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel and legal advice and mental of B-Mex's outside corporate counsel regarding settlement proposal and alternative dispute resolution option.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to

	the same would be confidential. The document is also protected from disclosure as it contains confidential settlement discussions and legal advice of B-Mex's outside corporate counsel regarding proposal. The QEU&S Claimants expected that their discussion with counsel would remain confidential and privileged and Mr. Taylor cannot unilaterally waive the privilege in regard to this communication. Attorney-Client Privilege; Articles 9.2(b), 9.3(a) 9.3(b), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible).

	A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 648 - Doc ID Number 5554	
Requested Party	Date: 10/26/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr Dan Rudden, John Conley, Erin Burr
	Communication between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance and is not privileged but is routine company correspondence and a company record. The email chain deals primarily with a <u>business dispute</u> (not a legal dispute) regarding company governance and the rights to certain company records and is not privileged. To the extent that the QEU&S's claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. There is no mention of terms contained in the Quinn Emanuel Engagement Letter or their strategies in this arbitration.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 649 - Doc ID Number 4810	
Requested Party	Date: 08/31/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): Randall Taylor, Neil Ayervais, Gordon Burr, John Conley, Nick Rudden, Philip Parrott
	Email chain between David Ponto and outside B-Mex corporate counsel, as well as between Mr. Taylor and outside B-Mex corporate counsel, in regards to seeking legal advice in regards to B-Mex company matters and reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and legal advice provided by NAFTA Counsel and information related to settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of

	said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration “the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen.” The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is also protected as it reflects information related to settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* There was no claim of privilege or request for confidentiality anywhere in the correspondence. The document is correspondence regarding a <u>business dispute</u> (not a legal dispute) regarding corporate governance, an election, and the rights to certain corporate records. Some of the issues go to the core of the current arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Many of the documents and quotes referenced in the Taylor email are already part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Case 2020CV31612, and <u>are currently available to the public without limitation.</u> The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent that the QEU&S's claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...]

	(c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 650 - Doc ID Number 5114	
Requested Party	Date: 03/22/2016
	Author(s)/Sender(s): John Conley
	Recipient(s): Stephen Kapnik
	Letter from John Conley to personal counsel to Mr. Taylor reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by outside Mexican counsel to the Mexican Enterprises.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The B-Mex members and members of the Mexican Enterprises expected that any discussions between themselves and outside Mexican counsel to the Mexican Enterprises would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members and members of the Mexican Enterprises. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: A full and complete copy of the Letter is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. The Letter is contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. The subject document, is a response to a Demand Letter asking for action in compliance with the company's fiduciary duties from Stephen Kapnik representing several parties, including Claimant Taylor. There was no request for confidentiality nor claims of privilege in the document. There was no request for legal advice. The document is not privileged but rather is routine company correspondence and a business record. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 8 (Documents are in the public domain)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 651 - Doc ID Number 6061	
Requested Party	Date: 02/14/2017
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Gordon Burr, Neil Ayervais, Dan Rudden, John Conley, Nick Rudden, Suzanne Goodspeed, Phillip Parrot, Michael Drews
	Email communication reflecting discussion of settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document reflects a discussion of a privileged and confidential settlement agreement. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 652 - Doc ID Number 5712	
Requested Party	Date: 01/16/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Erin Burr
	Email communication discussing strategy for preparation of draft complaint relating to Cabo project.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The dates of this document, an email chain, January 15, 2014 and January 16, 2014, both predate the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectfully. The document is a business record and thus producible. There is no claim of privilege or request for confidentiality in the email chain, either by Taylor or Ayervais. The document deals with threatened litigation between B-Cabo, LLC and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Claimant Taylor was not a party to the litigation. Taylor was not a client of Ayervais, and any claims of privilege would be waived by Ayervais seeking information or consultation by Taylor, a non-party without prior claims of privilege or requests for confidentiality.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 653 - Doc ID Number 5100	
Requested Party	Date: 07/14/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email communication reflecting legal advice from Quinn Emanuel and request for Mr. Taylor's signature on a document that Ms. Burr was conveying to Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment were made for purposes of communicating legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 654 - Doc ID Number 5514	
Requested Party	Date: 11/01/2018
	Author(s)/Sender(s): John Williams
	Recipient(s): Randall Taylor
	Email from John Williams to Mr. Taylor reflecting, inter alia, mental impressions and legal advice from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality anywhere in the correspondence sent Taylor by John Williams. John Williams is not an attorney. The document in question is a summary of Williams' conversation with Gordon Burr dealing with access to company records and other matters regarding company governance. There is no evidence of Burr requesting confidentiality. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.

	The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting mental impressions and legal advice from NAFTA Counsel.

Document log number 655 - Doc ID Number 6023	
Requested Party	Date: 07/23/2018
	Author(s)/Sender(s): David Orta
	Recipient(s): Mike Drews, Philip Parrot, Aaron Garber, Randall Taylor, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s) **6026**] Email, letter and attachments from Claimants' NAFTA Counsel to Mr. Taylor's personal counsel reflecting, inter alia, mental impressions and legal advice from NAFTA Counsel and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The

	document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. In addition, the document reflects legal advice and mental impressions of NAFTA Counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the QEU&S Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 656 - Doc ID Number 5859	
Requested Party	Date: 01/04/2017
	Author(s)/Sender(s): Phillip Parrot
	Recipient(s): Gordon Burr, Randall Taylor, Jeff Springer
	Email communication discussing settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting settlement discussions. As such this communication is protected from disclosure as it communicates regarding the substance of a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 657 - Doc ID Number 6489	
Requested Party	Date: 02/22/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Erin Burr, Neil Ayervais
	[Note this document is duplicative of Document ID Number(s) **6463, 6563, 6565, 6570, 6586**] Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.

| | *QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a draft privileged and confidential settlement agreement between Mr. Taylor and the B-Mex Companies. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). Moreover, the document reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

FULL SETTLEMENT NEGOTIATIONS RESPONSE
Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: This document is misidentified. The document is not an email but rather a draft of a potential settlement agreement, origin unknown. The document deals with a dispute between multiple B-Mex members and management over company governance, compensation, and unpaid debts.

The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable.

Communications in settlement negotiations are discoverable in many jurisdictions and are often produced.

All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly |

	enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting terms of the Engagement Agreement between Claimants and their NAFTA Counsel.

Document log number 658 - Doc ID Number 5775	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Daniel Rudden, John Conley, Gordon Burr
	Email thread between Mr. Taylor, Neil Ayervais and the Board of B-Mex II, LLC reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel, as well as information related to settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)

Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 659 - Doc ID Number 4676	
Requested Party	Date: 10/31/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email and attachments from Randall Taylor to John Williams reflecting, inter alia, information related to confidential settlement negotiations between members of B-Mex companies, and details of Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. B-Mex members also expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles =9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Engagement Agreement between Claimants and NAFTA Counsel.

Document log number 660 - Doc ID Number 4861	
Requested Party	Date: 07/31/2014
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Michael Kennedy, Neil Ayervais, Gordon Burr, Benjamin Chow,
	QEU&S Claimants' basis for privilege or confidentiality claim: Email communications with B-Mex counsel containing legal advice regarding merger with Grand Odyssey. Luc Pelchat, John Conley, Dan Rudden, Tery Larrew, Julio Gutierrez Morales. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the

	AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Objection upheld.

Document log number 661 - Doc ID Number 4790	
Requested Party	Date: 09/04/2018
	Author(s)/Sender(s): John Williams
	Recipient(s): Randall Taylor
	Email chain between John Williams and Mr. Taylor reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an email chain between Williams, numerous other parties, and Taylor. It is primarily dealing with other governance issues with other, non-B-Mex LLCs. Williams was a manager of the non-B-Mex LLCs. There are no claims of privilege or requests for confidentiality in the entire document by any party. In one email, Taylor provided Williams, as attachments, two B-Mex related documents but those documents are not included with this document and are not a part of this document. In this document, there are no discussions of the QEU&S Engagement Letter or its terms. Neither B-Mex nor QEU&S were participants in the document and email chain. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted) The documents attached to the email chain should be produced.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 662 - Doc ID Number 5997	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable.

	Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 663 - Doc ID Number 5223	
Requested Party	Date:

	Author(s)/Sender(s):
	Recipient(s):
	Index of Exhibits to Claimants' More Definite Statement Regarding the Basis of its Claimants in the AAA Arbitration reflecting, inter alia, information related to Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an Index in the AAA Arbitration which contains no information regarding the QEU&S Engagement Letter but does acknowledge the existence of the letter. The AAA Arbitration dealt with numerous issues of company governance which are relevant to this arbitration. A mere mention of the NAFTA arbitration is not enough to render the document privileged. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.

	The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 664 - Doc ID Number 5040	
Requested Party	Date: 10/12/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Ponto, Frank Kramer
	Email and attachments from Mr. Taylor to David Ponto and Frank Kramer including exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality anywhere in the correspondence. The document is Taylor's correspondence with fellow B-Mex II members regarding a business dispute (not a legal dispute) regarding company governance, an election, and the rights to certain company records. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The document is incomplete as it fails to include the attachment letter. The missing attachments should be added to complete the document. The missing attachments are: Gordon himself on pay for no work.docx; Exhibit A Demand Letter Manager Class A Manager vote, annual meeting and removal Class B Managers, BMEX II, LLC (1).docx; 16.1.14 - BMEX Minutes .pdf; 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded 16.7.30 to Taylor by Rudden.pdf; 18.10.9 Demand Letter to BMEX II, Ponto, Brock, Taylor and Kramer.pdf Taylor added comments onto several of the documents to better communicate with Kramer and Ponto. All the attachments were originally business correspondence regarding debts, company governance, etc. and were company records and thus producible.

	Full and complete copies of some of the originals of the attached documents (sans Taylor comments) are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Full and complete copies of the originals (sans Taylor comments) of the missing attached documents are available in the above reference Case Number 2020CV31612, 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded 16.7.30 to Taylor by Rudden.pdf; and are currently available to the public without limitation. Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. Neither the original of this document nor the missing attachments refer to the QE Engagement Letter. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 8 (Documents are in the public domain) The documents attached to the email should be produced.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 665 - Doc ID Number 5607	
Requested Party	Date: 02/22/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Erin Burr, Neil Ayervais
	[Note this document is duplicative of Document ID Number(s) **5689, 6054**] Email attaching privileged and confidential settlement agreement.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The document fails to include and attachment which should be added to complete the document. The missing attachment is: BMEX Final 2.20.17 Settlement Proposal.docx The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it

	unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential) The documents attached to the email should be produced.
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of the Engagement Agreement.

Document log number 666 - Doc ID Number 4586	
Requested Party	Date: 08/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Dan Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s) **5004**] Email exchange pertaining to B-Mex corporate matters reflecting confidential settlement discussions with B-Mex outside corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice of B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*

	The document shows correspondence regarding settlement of a debt claim, a business dispute. The correspondence were not confidential as no party had sought to make the discussions confidential or subject to privilege. There is no mention of the NAFTA arbitration or the QEU&S Engagement Letter. The correspondence is a business record. There was no claim of privilege or request for confidentiality in the email by Taylor. Any privilege is his to waive. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 667 - Doc ID Number 5726	
Requested Party	Date: 03/13/2017
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Randall Taylor, Daniel Rudden, John Conley, Nick Rudden, Erin Burr, Neil Ayervais
	Email chain between Mr. Taylor, B-Mex managers and B-Mex's outside corporate counsel reflecting terms of confidential fee arrangement between NAFTA Counsel and Claimants and containing legal advice of B-Mex's outside corporate counsel regarding settlement proposal.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected under attorney-client privilege. The document also reflects information related to confidential fee arrangement between NAFTA Counsel and Claimants in the NAFTA arbitration. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same

	would be confidential and privileged. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 668 - Doc ID Number 5641	
Requested Party	Date: 09/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): L. Vance Brown
	Letter from B-Mex corporate counsel to L. Vance Brown, counsel for a B-Mex member regarding corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter deals with company governance and requests for access to records by Member Linda Brock through her attorney Vance Brown. The letter contains no references to this NAFTA arbitration, QEU&S or its' engagement letter. The letter is a company record. There was no claim of privilege or request for confidentiality in the letter by Ayervais. Linda Brock is not a client of Ayervais or QEU&S. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 669 - Doc ID Number 6033	
Requested Party	Date: 02/26/2020
	Author(s)/Sender(s): Randall Taylor, David Ponto
	Recipient(s): American Arbitration Association
	Respondent's Proposed Findings of Fact and Conclusions of Law in AAA Arbitration reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a filing on behalf of B-Mex Members Taylor and Ponto in the AAA Arbitration initiated by B-Mex and B-Mex II several years after this arbitration process began. The AAA Arbitration dealt with numerous issues of company governance which are relevant to this arbitration and unpaid debts. Any work product in the document was prepared by Taylor and Ponto's attorney. Any privilege is Taylor's to waive.

	Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed._This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 5 (Confidentiality of AAA Arbitration documents has not been established)

Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 670 - Doc ID Number 5489	
Requested Party	Date: 09/29/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, Dan Rudden
	Email and accompanying attachment addressed to and requesting legal advice from B-Mex corporate counsel Neil Ayervais relating to B-Mex matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachments reflect a communication to B-Mex's corporate counsel regarding B-Mex's corporate matters and requesting legal advice regarding the same. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email is a standard business communications sent by Claimant Taylor to the B-Mex Board regarding company governance and access to company records. The document is a company record. Taylor is the sole party producing content in the document. There is no QEU&S work product. There is no mention of this NAFTA arbitration nor the QEU&S engagement agreement or the terms thereof. There was no solicitation of legal advice. The document is incomplete as it fails to include the attachment in the email. The missing attachments should be added to complete the document. The missing attachments are: Gordon Burr cash from vault 2013, $51 0,000USD email from Arturo bmex accountant.pdf; Cash not reported on books summary, provided by Rudden in his office 9.1.16.pdf This communication is not a privileged communication. There was no claim of privilege or request for confidentiality in the email or the attachments. Any

	privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) The documents attached to the email should be produced.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 671 - Doc ID Number 5234	
Requested Party	Date: 12/29/2015
	Author(s)/Sender(s):
	Recipient(s):
	[Note this document is duplicative of Document ID Number(s) **5318**] Transcript of recording of conversation between Randall Taylor and Gordon Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA

	Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5234 is misidentified. It is not a transcript but is rather the recorded conversation between Randall Taylor, Gordon Burr and Erin Burr, dealing with, among other things, an outstanding loan and governance issues involving the company, standard business communications. **At the time of this conversation, Taylor was not a client of QEU&S** as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. Because of this timing, there were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. At no time did Gordon Burr or Erin Burr make any indication, request or claim that any of the information they shared was to be considered confidential or privileged. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S representation, those topics just came up spontaneously. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that

	provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 672 - Doc ID Number 4730	
Requested Party	Date: 10/30/2018
	Author(s)/Sender(s): John Williams
	Recipient(s): Randall Taylor
	Email chain between John Williams and Randall Taylor regarding correspondence between outside B-Mex corporate counsel and Neil Ayervais reflecting, inter alia, information related to confidential settlement negotiations between members of B-Mex companies and legal advice related to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members, some of whom are copied in the communications reflected in the email thread, expected that that their discussions with outside B-Mex corporate counsel would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations and legal advice pertaining to B-Mex company matters. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with B-Mex and B-Mex II company governance matters and access to company records. There are no settlement negotiations involved. The document contains no claims of privilege or requests for confidentiality by any of the parties in any of the emails within the document.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 673 - Doc ID Number 6405	
Requested Party	Date: 12/26/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor; David Orta; Neil Ayervais
	Attachment to email communication between claimants and NAFTA counsel regarding NAFTA litigation strategy and filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 674 - Doc ID Number 6353	
Requested Party	Date: 10/25/2018

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email and attachment from Mr. Taylor to John Williams reflecting, inter alia, expenses related to former NAFTA Arbitration Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: QEU&S Claimants' basis for privilege or confidentiality claim: The email communication is privileged and not subject to disclosure, since the QEU&S expected that information related to their representation by former NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 675 - Doc ID Number 5060	
Requested Party	Date: 12/12/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Frank Kramer
	Communication between Mr. Taylor and another B-Mex member discussing confidential NAFTA fee arrangement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication discussing certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an email exchange that mentions the existence of an agreement tangentially related to B-Mex II and the QEU&S Engagement Letter but does not provide any details whatsoever as to that agreement or the QEU&S Engagement Letter. Despite a representation in one email of "copy attached," that copy was omitted and not included in the transmission. <u>No copy of any document is contained in the email exchange.</u> No privileged or confidential information is revealed in the document; thus it should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted)

Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the NAFTA fee arrangement.

Document log number 676 - Doc ID Number 6618	
Requested Party	Date:
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): B-Mex, LLC and B-Mex II, LLC
	Exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is misidentified. The document is Randall Taylor's thoughts on a draft proposed exhibit to a demand letter that was ultimately sent to the B-Mex II managers regarding company governance issues and a call for an election. This version of the document was never sent to the company and was produced by Taylor. Substantial portions of the document are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Full and complete copies of some of the originals of the referenced documents are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex

	II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Those documents available to the public without limitation are, 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. Many of the quotes from the recordings/transcripts contained in the original email transmission are also available in that same Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 677 - Doc ID Number 5720	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Neil Ayervais David Ponto
	Email discussing privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document reflects a discussion of a privileged and confidential settlement agreement. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). The email communication also reflects legal advice from Quinn Emanuel as well as certain terms of the Quinn Emanuel Engagement Letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the

	substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting (a) legal advice from Quinn Emanuel and (b) terms of the Quinn Emanuel Engagement Letter.

Document log number 678 - Doc ID Number 6091	
Requested Party	Date: 09/08/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor; Phillip Parrott
	[Note this document is duplicative of Document ID Number(s) **6092**] Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenge:

	• No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 679 - Doc ID Number 5597	
Requested Party	Date: 02/16/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley
	Letter from Randall Taylor to B-Mex's outside corporate counsel seeking legal advice relating to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of seeking legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter from Taylor is not a request for legal advice but rather a demand letter regarding matters of company governance and requests for reports on those governance matters. The document contains no claim of privilege or request for confidentiality. The letter is standard business communication and should be considered a B-Mex II and B-Mex II company record. Taylor produced the document, and he has waived privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 680 - Doc ID Number 4968	
Requested Party	Date: 01/04/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Calendar item between Claimants' NAFTA Counsel and Mr. Taylor related to legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 681 - Doc ID Number 5438	
Requested Party	Date: 09/11/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor, Neil Ayervais
	Email chain between Erin Burr and reflecting, inter alia, legal advice rendered by outside B-Mex corporate counsel related to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members, some of whom are copied in the communications reflected in the email thread, expected that that their discussions with outside B-Mex corporate counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email communications in this document primarily deal with company governance issues regarding an election. No legal advice was

	provided. The email chain is primarily routine business correspondence regarding company governance and is thus business record. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 682 - Doc ID Number 6066	
Requested Party	Date: 10/25/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Erin Burr; Neil Ayervais; Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **6067**] Email communication between claimants and NAFTA counsel regarding NAFTA engagement agreement and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into

	consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 683 - Doc ID Number 5184	
Requested Party	Date: 03/05/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, David Ponto
	[Note this document is duplicative of Document ID Number(s) **5530**] Email communication reflecting legal advice from outside counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments were made for purposes of communicating legal advice from outside counsel hired by B-Mex members. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with B-Mex outside counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The subject document, an email from Erin Burr, a non-attorney, "reflecting legal advice" that is not privileged. The email contained no claim of privilege nor request for confidentiality. On March 5, 2016, upon the receipt of the email, Taylor was not a client of either Kapnik or QEU&S. Taylor became a client of Kapnik shortly thereafter and QEU&S on May 23, 2016. Taylor forwarded the email and proposed letter to Ponto with no claims of privilege or requests for confidentiality. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 684 - Doc ID Number 5671	
Requested Party	Date: 01/07/2017
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Neil Ayervais, Randall Taylor
	Email from Mr. Burr to Mr. Taylor attaching a privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication, in addition to reflecting an attorney-client communication, attaches a privileged and confidential settlement between certain of the Claimants. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The document is incomplete as it fails to include the attachment. The missing attachment should be added to complete the document. The missing attachment is: Taylor Settlement Agreement.docx The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

	A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential) The documents attached to the email should be produced.
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 685 - Doc ID Number 5899	
Requested Party	Date: 10/09/2018
	Author(s)/Sender(s): Randall Taylor, David Ponto, Frank Kramer, Linda Brock
	Recipient(s): Neil Ayervais; Gordon Burr; John Conley
	Letter from Mr. Taylor, Randall Taylor, David Ponto, Frank Kramer, Linda Brock to Board of B-Mex discussing, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel and of the confidential fee arrangement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants

	requires confidentiality as to the terms and details of said agreement. The Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC were entered at a time when the Engagement Agreement with QEU&S was being negotiated, and the minutes reflect the terms and of the agreement as well as other work product and attorney-client communications. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a demand letter dealing with B-Mex II company governance issues, access to company records, and demand for elections. The document is signed by four members on this version. The document is routine company business and is a business record. Taylor produced the document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The document is complete. The document includes the following documents which are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Those documents available in the above referenced case that are also contained in this document are: 3.7.2016 Lohf Atty Letter to Board of Managers re 2014 Loan and security interest in machines 3.22.2016. Conley Letter Response to Lohf 7.29.2016 Burr email to Board forwarded by Rudden 7.30.2016 The document also includes a full version of the 1.14.2016 BMEX Minutes. Significant quotes from the original B-MEX Minutes. are available in the above reference Case Number 2020CV31612. There are multiple quotes of recordings, as shown in transcripts of the recordings (most of them that in this document), that are also contained in the above referenced Case Number 2020CV31612 and thus available to the public without limitation.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. Neither the original of this document nor the missing attachments refer to the QE Engagement Letter. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenge: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 8 (Documents are in the public domain)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting (a) details of Claimants' Engagement Agreement with NAFTA Counsel; and (b) details of the confidential fee arrangement between Claimants and NAFTA Counsel, <u>save insofar</u> as it is already available to the public from the proceedings before the Denver District Court.

Document log number 686 - Doc ID Number 5609	
Requested Party	Date: 09/01/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor, Daniel Rudden, John Conley, and Alfredo Moreno concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: Document 5609 is a transcript of a recorded conversation between the parties. In the transcript, it shows Claimant Taylor discussing with B-Mex and B-Mex II Board Members Rudden and Conley how to obtain documentation of an outstanding loan to B-MEX II and the repayment of that loan. The transcript also shows discussions of company governance issues and some regarding the effect of those issues on the NAFTA arbitration. Neither Rudden nor Conley are attorneys. At no time did Rudden or Conley give any indication or claim that any of the information they shared was to be considered confidential or privileged. Neither Conley nor Rudden made mention of any need for confidentiality or any expectation of confidentiality. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S's representation. Those topics just came up spontaneously. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. This document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 687 - Doc ID Number 4773	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, Erin Burr
	Email chain between Mr. Taylor, B-Mex's outside corporate counsel and B-Mex management reflecting, inter alia, information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration, and legal advice and mental impressions provided NAFTA Counsel, as well as settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable.

	Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The

	initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 688 - Doc ID Number 5843	
Requested Party	Date: 09/06/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Phillip Parrott
	Email chain between Mr. Taylor and NAFTA counsel in regards to seeking legal advice in regards to the NAFTA Arbitration and reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants

	and information related to confidential settlement agreement pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email from Mr. Taylor was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is protected from disclosure as it relates to a confidential settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a). 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 689 - Doc ID Number 6090	
Requested Party	Date: 09/09/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to

	the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 690 - Doc ID Number 6039	
Requested Party	Date: 04/25/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Michael Drews, Phillip Parrot, Charles Eskridge, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s) **6042**] Communication discussing privileged and confidential settlement in Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also transmits a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim.
Tribunal	No decision required.

Document log number 691 - Doc ID Number 5834	
Requested Party	Date: 09/12/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from Neil Ayervais to Mr. Taylor reflecting, inter alia, terms of Claimants' Engagement Agreement with NAFTA Counsel and legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to

	the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 692 - Doc ID Number 5024	
Requested Party	Date: 04/18/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Rick Lang
	Communication and attachment from Mr. Taylor to B-Mex member reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 693 - Doc ID Number 5615	
Requested Party	Date: 08/22/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Erin Burr, Dan Rudden, Randall Taylor, John Conley
	Email communication attaching a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and

	attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows discussions regarding settlement of the Debt claim, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Taylor was not seeking legal advice.

	To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 694 - Doc ID Number 4669	
Requested Party	Date: 03/05/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Selected members of B-Mex.
	Email from Erin Burr to select B-Mex members regarding a demand letter to the Boards reflecting legal advice. Mr. Taylor forwards Mr. Burr's email to Mr. Ponto, another recipient of the e-mail.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments were made for purposes of communicating legal advice from outside counsel hired by B-Mex members. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with B-Mex outside counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The subject document, an email from Erin Burr, a non-attorney, "reflecting legal advice" that is not privileged. The email contained no claim of privilege nor request for confidentiality. On March 5, 2016, upon the receipt of the email, Taylor was not a client of either Kapnik or QEU&S. Taylor became a client of Kapnik shortly thereafter and QEU&S on May 23, 2016. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 695 - Doc ID Number 5219	
Requested Party	Date: 03/06/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor

	Email communication reflecting legal advice from outside counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments were made for purposes of communicating legal advice from outside counsel hired by B-Mex members. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with B-Mex outside counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 696 - Doc ID Number 6457	
Requested Party	Date: 03/01/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Draft settlement agreement which discusses terms of the Quinn Emanuel engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: This document reflects the terms of a privileged and confidential settlement agreement. The parties expected that the settlement agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *The document is misidentified. Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of the Quinn Emanuel engagement.

Document log number 697 - Doc ID Number 5705	
Requested Party	Date: 04/12/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): David Orta, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais, Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **5709**] Communication between Mr. Taylor, David Orta, and other Claimants regarding NAFTA claims and Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 698 - Doc ID Number 5684	
Requested Party	Date: 10/20/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	Email exchange between Randall Taylor, Neil Ayervais, and Gordon Burr reflecting a request for legal advice.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments reflect legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication and attachments are protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence. The document is incomplete. The document is an email chain with three attachments. The attachments should be added to make the document complete. The missing attachments are Agreement Regarding Taylor Interest CLEAN.docx; Agreement Regarding Taylor Interest with comments.docx; Investment Agreement FINAL 10-20-13.docx These attachments were attached to the Ayervais to Taylor email dated 10/20/2013. The document deals with a proposed contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. and its exhibit. Neither B-Mex nor B-Cabo were part of the agreement. Attached as an Exhibit to the Taylor contract with Ferdosi et al, is another B-Cabo contract, however B-Cabo is not a participant in the Taylor – Ferdosi et al contract. One of the missing attachments is the final proposed agreement between B-Cabo et al and Ferdosi which was to be added to the Taylor agreement. Taylor was not a client of Mr. Ayervais. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive. There was no claim of privilege or request for confidentiality in the email chain or any of the proposed agreements.

	Explanatory background. As the main agreement between Taylor and Ferdosi et al referenced a proposed BCABO contract as one of the Exhibits, Taylor offered Ayervais and Burr, of BCABO, the opportunity to comment or suggest amendments. I was not Ayervais's client. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the proposed Taylor contract with Ferdosi. Clearly any claims to confidentiality to that attached Taylor – Ferdosi et al agreement proposal are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al or in the email chain. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 699 - Doc ID Number 5750	
Requested Party	Date: 08/08/2018

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Erin Burr, Gordon Burr, Philip Parrott
	[Note this document is duplicative of Document ID Number(s) **5753**] Email chain from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants, some of which are copied in the communication. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 700 - Doc ID Number 5694	
Requested Party	Date:
	Author(s)/Sender(s):
	Recipient(s):
	[Duplicate of **Document Log Number 90 and 100 in Annex B to PO13]** Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b), and 9.3(c), the document is protected from disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*: The Tribunal has already addressed production of this document: From Annex A to PO#13, Document Log 90: Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof. Taylor has no objection.
Requesting Party	Respondent challenges this log entry under the following general challenges

	• No. 9 (Tribunal has already ruled on this document)
Tribunal	Tribunal refers to its decision on Document Log Numbers 90 and 100 in Annex B to PO13.

Document log number 701 - Doc ID Number 5141	
Requested Party	Date: 04/24/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Gordon Burr, Erin Burr
	[Note this document is duplicative of Document ID Number(s) **5173, 5282**] Email from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 702 - Doc ID Number 5898	
Requested Party	Date: 12/29/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication between B-Mex et al. outside counsel and Mr. Taylor discussing legal advice related to NAFTA Arbitration as well as confidential information about the Engagement Agreement between Claimants and their counsel and mental impressions and strategy of counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen."

	The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 703 - Doc ID Number 5352	
Requested Party	Date: 10/17/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Daniel Rudden, John Conley, Erin Burr
	Email from B-Mex corporate counsel to Randall Taylor regarding legal advice on behalf of the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication contains legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communication and are company records. This arbitration, QEU&S, or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in any of the emails, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 704 - Doc ID Number 4781	
Requested Party	Date: 10/31/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email chain reflecting email and attachments from Randall Taylor to John Williams reflecting, inter alia, information related to confidential settlement negotiations between members of B-Mex companies, and details of Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. B-Mex members also expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting details of Engagement Agreement between Claimants and NAFTA Counsel.

Document log number 705 - Doc ID Number 5473	
Requested Party	Date: 10/05/2016

	Author(s)/Sender(s): Frank Kramer
	Recipient(s): Randall Taylor
	Email from Frank Kramer to Mr. Taylor forwarding email from Frank Kramer to the Board of B-Mex companies reflecting, inter alia, information related to Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications between members regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records and standard business communications. Mr. Kramer is not an attorney. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There is no attorney work product in the document. There was no claim of privilege or request for confidentiality in either email, by any of the parties. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 706 - Doc ID Number 5853	
Requested Party	Date: 12/29/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **5858**] Email communication between NAFTA counsel and Mr. Taylor discussing legal advice related to NAFTA Arbitration as well as confidential information about the Engagement Agreement between Claimants and their counsel and mental impressions and strategy of counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 707 - Doc ID Number 5464	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): David Ponto
	Letter from B-Mex corporate counsel regarding legal advice and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is a letter dealing primarily with an unpaid obligation, corporate governance matters and access to company documents and is a routine company correspondence and a business record. There was no claim of privilege or request for confidentiality by Ayervais in the letter. Mr. Ponto was not a client of Ayervais. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 708 - Doc ID Number 4952	
Requested Party	Date: 08/18/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Dan Rudden, John Conley, Gordon Burr
	[Note this document is duplicative of Document ID Number(s) **5627**] Email chain between Mr. Taylor, outside B-Mex corporate counsel and B-Mex members reflecting, inter alia, discussions regarding settlement negotiations between B-Mex members.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows discussions regarding settlement of the Taylor debt claim, a business dispute. There was no ongoing litigation. The discussions were not confidential as no party had sought to make the discussions confidential. Any settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt</u>

	to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Taylor was not seeking legal advice and was not a client of Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 709 - Doc ID Number 4926	
Requested Party	Date: 04/01/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration, particularly the confidential fee arrangement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all of the members of B-Mex and B-Mex II. The information in the 09/13/2016 email from Erin Burr, a non-attorney, sent to the Membership, was not protected and not kept confidential by the

	Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 710 - Doc ID Number 6102	
Requested Party	Date: 08/25/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 711 - Doc ID Number 6458	
Requested Party	Date: 07/14/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr
	Email communication and attachment reflecting legal advice/instructions from Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of communicating legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting legal advice/instructions from Quinn Emanuel.

Document log number 712 - Doc ID Number 6416	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	[Note this document is duplicative of Document ID Number(s) **6506, 6607**] Email communication and attachment between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachment reflect a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various

	corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. The email communication and accompanying attachment reflect a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is either misidentified or incomplete as it does not contain an email. The document is a letter from Randall Taylor to Neil Ayervais as agent for B-Mex and B-Mex II requesting access to company records. The date of the document is actually 10/19/2016. Neither the Letter nor the attachments make claims of privilege or requests for confidentiality. The communications are business records and not privileged. As to the Burr to Board 7.29.16 attachment to the Letter, the Tribunal already ruled in favor of production to this extent: From Annex A to PO#13, Document Log 17: "The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, <u>subject to</u> the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S <u>save insofar</u> as it is already available to the public from the proceedings before the Denver District Court." Claimant Taylor was not seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is

	also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 9 (Tribunal has already ruled on part of this document)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 713 - Doc ID Number 5963	
Requested Party	Date: 09/11/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to

	the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 714 - Doc ID Number 5096	
Requested Party	Date: 10/24/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Robert Brock
	Email and accompanying attachment addressed to B-Mex corporate counsel Neil Ayervais relating to the scope of Mr. Ayervais' legal representation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 715 - Doc ID Number 6163	
Requested Party	Date: 06/21/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley, Dan Rudden, Gordon Burr, Nick Rudden

	Email exchange and accompanying attachment between Randall Taylor, the B-Mex Board, and outside counsel to members of the Board regarding confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. The attachment reflects, inter alia, various terms of engagement with NAFTA counsel and other counsel hired by the B-Mex companies. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document deals with an unpaid debt obligation. The document shows discussions regarding settlement of the debt claim, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential. There was no ongoing litigation at this time. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594

	F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). The communications were not confidential as no party had sought to make the communications regarding settlement confidential. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting terms of the Engagement Agreement.

Document log number 716 - Doc ID Number 6319	
Requested Party	Date: 02/10/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr
	Email exchange between Mr. Taylor, David Orta, and Erin Burr, reflecting privileged and confidential terms of settlement agreement with Alfonso Rendon and discussion of the same. Attachment contains the privileged and confidential settlement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects the terms of a privileged and confidential settlement between the Claimants and Alfonso Rendon. The attachment includes the privileged and confidential settlement itself. As such this communication is protected from disclosure as it communicates regarding the substance of and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) The Respondent notes that there is an inconsistency in the description of the document. Mr. Orta is neither the "Author/Sender" nor the "Recipient" and therefore the exchange cannot be properly described as an "Email exchange between Mr. Taylor, <u>David Orta</u>, and Erin Burr…" Moreover, while Article 9(3) of the IBA Rules allows a tribunal to consider "any need to protect the confidentiality of a Document created or statement or oral communication made in connection with and for the purpose of settlement negotiations" the party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege, which the QE Claimants have failed to do.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 717 - Doc ID Number 5810	
Requested Party	Date: 04/17/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Letter from Mr. Taylor to B-Mex's outside corporate counsel reflecting legal advice provided by B-Mex's outside corporate counsel regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter reflects legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on

	behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Letter is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in the letter by Taylor. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 718 - Doc ID Number 4855	
Requested Party	Date: 07/23/2014
	Author(s)/Sender(s): Jake Kalpakian
	Recipient(s): Neil Ayervais, Michael Kennedy, Benjamin Chow, Gordon Burr, Erin Burr Jose Miguel Ramirez, Jose Ramon Moreno, Luc Pelchat, Bedo Kalpakian, Julio Gutierrez

	Email communications with B-Mex counsel containing legal advice regarding merger with Grand Odyssey.
	QEU&S Claimants' basis for privilege or confidentiality claim: The correspondence reflects legal advice from B-Mex counsel and NAFTA counsel regarding a transaction involving the Juegos Companies. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 719 - Doc ID Number 5937	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Randall Taylor
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain

	between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but is routine company correspondence and a business record. There was no claim of privilege or request for confidentiality anywhere in the correspondence. There is no mention of NAFTA, the terms contained in the Quinn Emanuel Engagement Letter or of any strategy in this arbitration. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 720 - Doc ID Number 6060	
Requested Party	Date: 04/21/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta , Phillip Parrot
	Communication discussing privileged and confidential settlement in Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The

	communication also discusses a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 721 - Doc ID Number 4787	
Requested Party	Date: 10/31/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email chain reflecting email and attachments from Randall Taylor to John Williams reflecting, inter alia, information related to confidential settlement negotiations between members of B-Mex companies, and details of Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. B-Mex members also expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an email chain between B-Mex members dealing with access to company records and other matters regarding company governance. There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 722 - Doc ID Number 5721	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): RR CR, Neil Ayervais, Erin Burr, Gordon Burr
	Email chain involving B-Mex corporate counsel, B-Mex outside counsel, B-Mex managers, and B-Mex members regarding settlement negotiations and discussing legal advice from NAFTA counsel regarding implications of issues related to settlement to NAFTA Arbitration as well as terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication contains legal advice from B-Mex corporate counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof.

	The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 723 - Doc ID Number 4913	
Requested Party	Date: 11/14/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members relaying legal assessment of Claimants' NAFTA Counsel regarding Claimants' NAFTA Arbitration and discussing the terms of their Engagement Agreement with NAFTA Counsel, including confidential fee arrangement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged, as required under the Engagement Agreement. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all the members of B-Mex and B-Mex II. The information in the 11/14/2015 email from Erin Burr, a non-attorney, sent to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by Erin Burr, a non-attorney, to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC.

	Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 724 - Doc ID Number 5299	
Requested Party	Date: 01/10/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Erin Burr, Randall Taylor
	Email chain reflecting legal advice regarding application of debtor's payments to multiple loans.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects the transmission of legal advice from B-Mex's corporate counsel, including the findings from specific legal research, regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 725 - Doc ID Number 4871	
Requested Party	Date: 10/24/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): John Williams
	Email thread between David Ponto and John Williams regarding, and attaching, letter from outside B-Mex corporate counsel l to Mr. Taylor and other members of the B-Mex companies reflecting, inter alia, legal advice in regard to B-Mex company matters and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of outside B-Mex corporate counsel. The parties to the letter expected that any discussions with B-Mex counsel would be confidential and privileged. Mr. Taylor cannot

	unilaterally waive privilege in regard to this communication, as the privilege belongs to other B-Mex members as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications between company members regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There is no attachment in this email chain. The referenced attachment was in a previous communication and is not attached to this chain. There was no legal advice provided in this email chain. There was no claim of privilege or request for confidentiality by any of the parties. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would

	be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 726 - Doc ID Number 4942	
Requested Party	Date: 01/17/2019
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration, particularly confidential fee arrangement, and legal advice and mental impressions from NAFTA Counsel. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article

	9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 727 - Doc ID Number 6047	
Requested Party	Date: 02/15/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Neil Ayervais, Dan Rudden, John Conley, Nick Rudden, Suzanne Goodspeed, Phillip Parrot, Michael Drews
	Duplicate of **Document Log Number 81 in Annex B to PO13** Email communication reflecting legal advice from Quinn Emanuel related to NAFTA Arbitration and Chow litigation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	Tribunal refers to its decision on Document Log Number 81 in Annex B to PO13.

Document log number 728 - Doc ID Number 5913	
Requested Party	Date: 08/02/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, John Conley, Gordon Burr
	Email chain between Mr. Taylor and outside B-Mex corporate counsel reflecting, inter alia, legal advice rendered by outside B-Mex corporate counsel related to B-Mex company matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members, some of whom are copied in the communications reflected in the email thread, expected that that their discussions with outside B-Mex corporate counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(a), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an email chain between multiple parties dealing with matters regarding company governance, a call for an election. The document is not privileged but is routine company correspondence and is a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party, including Ayervais. Taylor was not a client of Ayervais at the time of this communication. There is no mention of terms contained in the Quinn Emanuel Engagement Letter or strategies in this NAFTA arbitration. A mere mention of the existence of this arbitration does not render the document privileged. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 729 - Doc ID Number 4786	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto
	Letters from B-Mex outside corporate counsel to Mr. Taylor and David Ponto reflecting, inter alia, information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question consists of two separate and distinct letters, both authored by counsellor Ayervais and are company records dealing with company governance matters. There were no claims, no claim of privilege or requests for confidentiality anywhere in either of the two letters authored by Ayervais. Any claims of confidentiality or privilege would be Taylor's to waive.

	Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 730 - Doc ID Number 6061	
Requested Party	Date: 03/31/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication discussing NAFTA engagement and Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 731 - Doc ID Number 5977	
Requested Party	Date: 04/04/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication requesting legal advice from Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for legal advice from Quinn Emanuel when Mr. Taylor was Quinn Emanuel's client. As such, the communication is

	protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 732 - Doc ID Number 4617	
Requested Party	Date: 11/01/2018
	Author(s)/Sender(s): John Williams
	Recipient(s): Randall Taylor
	Email from John Williams to Mr. Taylor forwarding letter from Joseph Mellon, outside counsel to the B-Mex companies, to Mr. Ponto reflecting, inter alia, information related to Engagement Agreement and confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This email deals with matters of company governance and are company records. The emails and letters were never subject to privilege. The document fails to include three attachments which should be added to complete the document. The missing attachments are 2018.10.30 - B-Mex letter to joiners - Williams, John.pdf; 2018.10.25 - B-Mex - Cease and Desist (final).pdf; 2018.10.25 - B-Mex II - Letter to Taylor on Demands for Meetings and Elections (final).pdf

	The forwarded letters from Attorneys Torres and Mellon to Mr. Williams and Mr. Taylor contain no requests for confidentiality nor claim of privilege by the attorneys. Mr. Williams forwarded the letters to Taylor with no requests for confidentiality or claim of privilege. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 733 - Doc ID Number 5019	
Requested Party	Date: 03/08/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, Phillip Parrott, David Orta
	Calendar event from NAFTA Counsel to Randall Taylor to discuss NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for the purposes of securing legal advice of NAFTA Counsel. Various of the QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim

Tribunal	No decision required.

Document log number 734 - Doc ID Number 6403	
Requested Party	Date: 10/25/2018
	Author(s)/Sender(s): Joseph Mellon, Charles Torres
	Recipient(s): Randall Taylor
	Email from the B-Mex Companies' outside counsel to Randall Taylor's counsel reflecting, inter alia, confidential settlement negotiations between members of B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 735 - Doc ID Number 6019	
Requested Party	Date: 03/07/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute

	between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are *not* about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 736 - Doc ID Number 6275	
Requested Party	Date: 05/26/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s) **6287, 6495**] Letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By May 26, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore, there can be no expectation of confidentiality or privilege by QEU&S or David Orta. The email and letter from Taylor contain no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request for legal advice.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 737 - Doc ID Number 5914	
Requested Party	Date: 02/05/2018
	Author(s)/Sender(s): Linda Brock
	Recipient(s): Neil Ayervais
	Letter from Linda Brock to B-Mex's corporate reflecting confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), the document is protected from disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is misidentified. The document is a letter from Neil Ayervais to Linda Brock regarding company governance and is a standard business communication. These types of communication are not privileged communications but rather are company records. There was no claim of privilege or request for confidentiality in the letter by Ayervais. Ms. Brock was not a client of Ayervais and sought no legal advice. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 738 - Doc ID Number 4932	
Requested Party	Date: 11/11/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all the members of B-Mex and B-Mex II.

	The information in the 11/11/2016 email from Erin Burr, a non-attorney, sent to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by Erin Burr, a non-attorney, to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B- Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B- Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to

	hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 739 - Doc ID Number 5577	
Requested Party	Date: 08/22/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor and Daniel Rudden concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the

	Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5577 is a transcript of a recorded conversation between Taylor and Dan Rudden. Rudden is not an attorney. In the transcript, it shows Claimant Taylor discussing with B-Mex and B-Mex II Board Member Rudden obtaining documentation of an outstanding loan and the repayment of that loan. The conversation primarily dealt with that loan and also contains numerous sections pertinent to this Arbitration regarding the management processes of the B-MEX companies and governance. As to those standard business topics there should be no privilege. There are no discussions of the terms of the QEU&S Engagement Agreement and only one mention of this NAFTA arbitration. The mention of this NAFTA arbitration provided no details whatsoever. At no time did Rudden make any indication or claim that any of the information he shared in this conversation was to be considered confidential or privileged. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 740 - Doc ID Number 5630	
Requested Party	Date: 08/11/2016

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Daniel Rudden
	Email communication discussing a confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with claims of a debt and is a business dispute, the communication about which is not privileged. This is a business record. None of the emails in the chain make any claim of confidentiality or privilege. At this time there were no privileged settlement negotiations ongoing as the process and claim were just being initiated and no party had made such a claim of or demand for privilege. There is no reference to this Arbitration, QEU&S or the QEU&S Engagement Letter. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 741 - Doc ID Number 5112	
Requested Party	Date: 02/10/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr
	Email exchange between Mr. Taylor, David Orta, and Erin Burr, reflecting privileged and confidential terms of settlement agreement with Alfonso Rendon and discussion of the same.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects the terms of a privileged and confidential settlement between the Claimants and Alfonso Rendon. The attachment includes the privileged and confidential settlement itself. As such this communication is protected from disclosure as it communicates regarding the substance of and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) The Respondent notes that there is an inconsistency in the description of the document. Mr. Orta is neither the "Author/Sender" nor the "Recipient" and therefore the exchange cannot be properly described as an "Email exchange between Mr. Taylor, David Orta, and Erin Burr…" Moreover, while Article 9(3) of the IBA Rules allows a tribunal to consider "any need to protect the confidentiality of a Document created or statement

	or oral communication made in connection with and for the purpose of settlement negotiations" the party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege, which the QE Claimants have failed to do.
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 742 - Doc ID Number 5904	
Requested Party	Date: 10/24/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor; Erin Burr; Gordon Burr; Neil Ayervais; Phillip Parrott
	[Note this document is duplicative of Document ID Number(s) **5907**] Email communication between claimants and NAFTA counsel regarding NAFTA engagement agreement and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 743 - Doc ID Number 5134	
Requested Party	Date: 12/28/2017
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): David Orta, Neil Ayervais, Gordon Burr, Erin Burr
	Email communication between B-Mex et al. outside counsel and one of the clients seeking legal advice related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for the purposes of securing legal advice of NAFTA Counsel. Various of the QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 744 - Doc ID Number 4884	
Requested Party	Date: 01/09/2015
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Michael Kennedy, Erin Burr, Benjamin Chow, Luc Pelchat, Gordon Burr, Dan Rudden, John Conley, Jake Kalpakian, Dale Rondeau, Brenda Yamanaka
	Email communications with B-Mex counsel containing legal advice regarding merger with Grand Odyssey.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email and letter were made for the purposes of securing legal advice from B-Mex counsel and Mexican counsel regarding a transaction involving the Juegos Companies. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 745 - Doc ID Number 5989

Requested Party	Date: 04/05/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication discussing NAFTA engagement and Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 746 - Doc ID Number 5447	
Requested Party	Date: 03/21/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Communication with outside NAFTA counsel regarding matters related to the NAFTA Arbitration and communicating terms of a settlement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. It also reflects the terms of a confidential settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 747 - Doc ID Number 5748	
Requested Party	Date: 08/20/2018
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, John Conley, Nick Rudden, Philip Parrott, David Orta, Erin Burr
	Email chain between Randall Taylor, David Ponto, and outside B-Mex corporate counsel reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and legal advice provided by outside B-Mex corporate counsel and NAFTA Counsel, and information related to settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is also protected as it reflects information related to settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality anywhere in the correspondence. The document is an email chain of correspondence between B-Mex II members and Neil Ayervais regarding a business dispute regarding B-Mex II company governance, an election, and the rights to certain company records. The document is a company record. Except for the last email in the

	chain authored by Neil Ayervais dated 8/20/2018, none of the emails in the chain contain a claim of privilege or request for confidentiality anywhere in the correspondence. The original email from Taylor references and copies a Letter dated August 14, 2018 letter from David Ponto and Taylor addressed exclusively to Neil Ayervais, Registered Agent for B-Mex, LLC, B-Mex II, LLC, Gordon Burr, Manager, B-Mex, LLC, B-Mex II, LLC, John Conley, Manager, B-Mex, LLC, B-Mex II, LLC. That Letter contains references to many documents that are available to the public. There is no claim of privilege or request for confidentiality in that August 14, 2018, Taylor and Ponto Letter. Full and complete copies of some of the originals of the referenced documents are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Those documents available to the public without limitation are, 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. Many of the quotes from the recordings/transcripts contained in the original email transmission are also available in that same Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted)

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 748 - Doc ID Number 6238	
Requested Party	Date: 01/04/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): David Orta, Phillip Parrott, Randall Taylor
	NAFTA filing exchanged between Claimants' NAFTA Counsel and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 749 - Doc ID Number 5804	
Requested Party	Date: 10/21/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflecting a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles

	9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to B-Mex company records and other matters regarding company governance. The document is not privileged but is routine company correspondence and a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor but there was one such request by Erin Burr in her email. The email chain deals primarily with a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is no mention of terms contained in the Quinn Emanuel Engagement Letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 750 - Doc ID Number 6464	
Requested Party	Date: 10/07/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Daniel Rudden, John Conley, Erin Burr
	Email communication from B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members and to Mr. Taylor reflecting, inter alia, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email is a standard business communication regarding company governance. These types of communication are not privileged communications but rather are company records. There was no claim of privilege or request for confidentiality in the email. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 751 - Doc ID Number 4939	
Requested Party	Date: 10/19/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration, particularly confidential fee arrangement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration, including the confidential fee arrangement.

Document log number 752 - Doc ID Number 5002	
Requested Party	Date: 04/03/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Jennifer Osgood
	Email and letter from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration and reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that the Engagement Agreement and any terms related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 753 - Doc ID Number 6670	
Requested Party	Date: 06/15/2016
	Author(s)/Sender(s): Neil Ayervais

	Recipient(s): Gordon Burr, Erin Burr, John Conley, Dan Rudden
	[Note this document is duplicative of Document ID Number(s) **6717, 6767**] B-Mex Board minutes reflecting legal advice from Quinn Emanuel and privileged and confidential terms of the Quinn Emanuel engagement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration and the Chow litigation. Moreover, the document reflects the privileged and confidential financial terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld.

Document log number 754 - Doc ID Number 6358	
Requested Party	Date: 06/19/2019
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, Jennifer Osgood, David Orta, Ana Luna
	Letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege

	belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 755 - Doc ID Number 5708	
Requested Party	Date: 01/16/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Erin Burr
	Email exchange discussing strategy for preparation of draft complaint relating to Cabo project.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The dates of this document, an email chain, January 15, 2014 and January 16, 2014, both predate the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectfully. The document is a business record and thus producible. There is no claim of privilege or request for confidentiality in the email chain, either by Taylor or Ayervais. The document deals with threatened litigation between B-Cabo, LLC and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Claimant Taylor was not a party to the litigation.

	Taylor was not a client of Ayervais and any claims of privilege are waived through Ayervais's sharing the document and seeking information and consultation with Taylor, a non-party, without claims of privilege or requests for confidentiality. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 756 - Doc ID Number 6582	
Requested Party	Date: 10/20/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	Email exchange and accompanying attachment between Randall Taylor, Neil Ayervais, and Gordon Burr reflecting a request for legal advice and attorney work product.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments reflect legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication and attachments are protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is misidentified. It is actually

	Randall Taylor's comments on a draft of a contract. There is no email. This document contains no request for legal advice from Neil Ayervais. The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence The document deals with a contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. Attached as an Exhibit to the Taylor contract, is another B-Cabo contract but B-Cabo is not a participant in the main contract. If the document itself is privileged, the privilege is mine to waive. I was not a client of Mr. Ayervais. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive. There was no claim of privilege or request for confidentiality in the emails nor in the attachment. Explanatory background. As the subject document referenced a proposed BCABO contract as one of the Exhibits, Taylor offered Ayervais and Burr, of BCABO, the opportunity to comment or suggest amendments. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the proposed contract. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 757 - Doc ID Number 4966	
Requested Party	Date: 12/09/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Record of telephone call between Mr. Taylor and David Orta, counsel for the QEU&S Claimants.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication between Quinn Emanuel and Mr. Taylor when Mr. Taylor was Quinn Emanuel's client. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 758 - Doc ID Number 6103	
Requested Party	Date: 08/23/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor; Erin Burr; Phillip Parrott; Neil Ayervais
	[Note this document is duplicative of Document ID Number(s) **6104**] Email communication between NAFTA counsel, B-Mex counsel and one of the clients regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client

	privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 759 - Doc ID Number 5518	
Requested Party	Date: 09/12/2016
	Author(s)/Sender(s): L. Vance Brown
	Recipient(s): Gordon Burr, Neil Ayervais
	Letter from B-Mex member Linda Brock counsel to Gordon Burr and B-Mex corporate counsel with attachments reflecting legal advice from B-Mex corporate counsel and NAFTA counsel, NAFTA litigation strategy and terms of engagement with NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel and NAFTA counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is misidentified.

	The document in question is a series of communications between multiple parties dealing with access to company records and other matters regarding company governance plus a few accounting spreadsheets. Most of the document is not privileged but rather is routine company correspondence with Members and thus a business record. A review of the document reveals few if any claims of privilege or requests for confidentiality are anywhere in the correspondence. None of the documents were provided to Taylor with a claim of privilege or request for confidentiality. The letters and email correspondence initiated by Vance Brown were provided to Taylor by Linda Brock or her husband Bob Brock with no claim of privilege or request for confidentiality. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 760 - Doc ID Number 5881	
Requested Party	Date: 06/24/2016

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Dan Rudden, Neil Ayervais, John Conley, Erin Burr
	Duplicate of **Document Log Number 72 in Annex B to PO13** Email reflecting privileged and confidential terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The e-mail communication reflects terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows very early communications regarding settlement of the Taylor debt claim, a business dispute. The communications were not confidential as no party had sought to make the discussions confidential. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 761 - Doc ID Number 6484	
Requested Party	Date: 06/20/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Dan Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s) **6590**] Duplicate of **Document Log Numbers 83 and 88 in Annex B to PO13** Email exchange pertaining to B-Mex corporate matters reflecting confidential settlement discussions and also reflecting privileged terms of the NAFTA Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal refers to its decision on Document Log Numbers 83 and 88 in Annex B to PO13.

Document log number 762 - Doc ID Number 5448	
Requested Party	Date: 10/20/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	[Note this document is duplicative of Document ID Number(s) **5945**]

	Email exchange between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance. The document is not privileged but is routine company correspondence and a business record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. There is no mention of NAFTA, the terms contained in the Quinn Emanuel Engagement Letter or of any strategy in this arbitration. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 763 - Doc ID Number 5551	
Requested Party	Date: 10/21/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr Dan Rudden, John Conley, Erin Burr
	Communication and attachment between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5551 deals with a dispute over company governance and access to company records. This document is a company record. Document 5551 is incomplete. An attachment to the email should be included with this document. The missing attachment is: Burr to Board 7.29.16 email As to the Burr to Board 7.29.16 attachment, the Tribunal already ruled in favor of production to this extent: From Annex A to PO#13, Document Log 17:

	"The Tribunal notes that the QE Claimants propose to withhold the 29 July 2016 email on the basis that it "discuss[es], *inter alia*, the details of Claimants' Engagement Agreement with NAFTA Counsel" and that "[t]he Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege". The QE Claimants are directed to produce the 29 July 2016 email, subject to the redaction of those portions recording or reflecting the terms of the Claimants' Engagement Agreement with QEU&S save insofar as it is already available to the public from the proceedings before the Denver District Court." Neither the attachment nor the email contains any claim of privilege nor request for confidentiality. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 8 (Documents are in the public domain) • No. 9 (Tribunal has already ruled on this document) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 764 - Doc ID Number 5565	
Requested Party	Date: 09/29/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Read receipt on an email and the subject line of the email reflects information regarding the Quinn Emanuel engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication communicates the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information regarding the Quinn Emanuel engagement.

Document log number 765 - Doc ID Number 4589	
Requested Party	Date: 10/14/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Williams
	Email and attachments from Mr. Taylor to John Williams including exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said

	to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality anywhere in the correspondence. The document is a Taylor correspondence with fellow B-Mex II members regarding a business dispute (not a legal dispute) regarding company governance, an election, and the rights to certain company records. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The document is incomplete as it fails to include multiple attachments. The missing attachments should be added to complete the document. The missing attachments are: Signature page for Demand Letter Manager Class A Manager vote, annual meeting and removal Class B Managers, BMEX II, LLC (1).docx; Exhibit A Demand Letter Manager Class A Manager vote, annual meeting and removal Class B Managers, BMEX II, LLC (1).docx; 18.10.9 Demand Letter to BMEX II, Ponto, Brock, Taylor and Kramer.pdf; Exhibit A Demand Letter Manager Class A Manager vote, annual meeting and removal Class B Managers, BMEX II, LLC (1).pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded 16.7.30 to Taylor by Rudden.pdf; 16.1.14 - BMEX Minutes .pdf; 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf Taylor added comments or highlights onto several of the documents to better communicate with Williams. All the attachments were originally business correspondence regarding debts, company governance, etc. and were company records and thus producible. Full and complete copies of some of the originals of the attached documents (sans Taylor comments) are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs

	Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Full and complete copies of the originals (sans Taylor comments) of the missing attached documents are available in the above reference Case Number 2020CV31612, 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded 16.7.30 to Taylor by Rudden.pdf; and are currently available to the public without limitation. Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

Document log number 766 - Doc ID Number 4874	
Requested Party	Date: 09/29/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Neil Ayervais, Daniel Rudden, John Conley

	Email from Randall Taylor to Board of B-Mex and B-Mex II and outside B-Mex corporate counsel reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email is a standard business communications sent by Claimant Taylor to the B-Mex Board regarding company governance and access to company records. The document is a company record. There was no solicitation of legal advice. There is no QEU&S work product contained in the document. There is no mention of this NAFTA arbitration nor the QEU&S Engagement Agreement or the terms thereof. This communication is not a privileged communication. There was no claim of privilege or request for confidentiality in the email or the attachments. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those

	documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 8 (Documents are in the public domain)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

Document log number 767 - Doc ID Number 6093	
Requested Party	Date: 09/08/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Phillip Parrott
	Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 768 - Doc ID Number 4680	
Requested Party	Date:
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Members of B-Mex, LLC and B-Mex II, LLC
	[Duplicate of **Document Log Number 101 in Annex B to PO13]** Communication from Mr. Taylor to B-Mex members, including a number of attachments reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). The QEU&S Claimants also note that a portion of this communication was submitted by Respondent on record as part of Respondent's Exhibit R-075 (i.e., Taylor Declaration). The QEU&S Claimants hereby explicitly reserve their right to seek the Tribunal's leave to exclude Respondent's Exhibit R-075 in full or in part from the record on the basis that Respondent's Exhibit R-075 contains confidential and privileged materials that are protected from disclosure to third parties other than the QEU&S Claimants and Mr. Taylor for the reasons explained above. The QEU&S Claimants hereby request that Mexico and its counsel return all copies of or destroy Respondent's Exhibit R-075, or that it redact out any portion of that exhibit that contains any portion of the QEU&S Claimants' Engagement Letter with its counsel, as the QEU&S Claimants have not waived privilege or confidentiality with respect to their Engagement Letter. Moreover, nothing asserted herein should constitute a waiver of any rights to assert privilege and/or confidentiality over this document and/or any other documents. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The communication is very similar to the document in Exhibit R-075 but not identical. This subject document is an earlier version of that document and is 95%+ the same as Exhibit R-075. The document is a candidate statement for an election. It was sent to B-Mex and B-Mex II (not the members) with no claims of privilege or requests for confidentiality. Full and complete copies of the originals of the referenced documents in this document are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to

	Compel Compliance filed August 30, 2020, Case Number 2020CV31612, <u>and are currently available to the public without limitation.</u> Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.</u> The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal refers to its decision on Document Log Number 101 in Annex B to PO13.

Document log number 769 - Doc ID Number 6099	
Requested Party	Date: 08/29/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor; David Orta
	Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 770 - Doc ID Number 6388	
Requested Party	Date: 10/25/2018
	Author(s)/Sender(s): Joseph Mellon, Charles Torres
	Recipient(s): Randall Taylor
	Letter from outside counsel to the B-Mex Companies to counsel to Randall Taylor reflecting, inter alia, legal advice in regards to matters pertaining to the B-Mex Companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members. This document was also prepared for the purposes of providing legal advice. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter from Charles H. Torres and Joseph Mellon and addressed to Taylor concerning matters of company governance and a demand for an election. The letter from Attorneys Torres and Mellon to Mr. Williams contains no requests for confidentiality nor claim of privilege. The letter contains no mentions of QEU&S or details regarding the terms of the Engagement Agreement whatsoever. There is nothing in the document reflecting legal advice from QEU&S. There is only one passing reference to this NAFTA arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 771 - Doc ID Number 5610	
Requested Party	Date: 08/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Dan Rudden, Neil Ayervais, John Conley
	Email communication reflecting confidential settlement discussions and reflecting terms of the QE Engagement Letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it discusses a confidential settlement agreement. The communication also reflects terms of the QEU&S Engagement Letter. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between member and management over a debt obligation. It makes no reference to this NAFTA arbitration or the QEU&S Engagement Letter whatsoever. At this early stage in the process, there were no "confidential" settlement negotiations. Any settlement negotiations in this instance are between B-Mex or B-Mex II Members (Taylor) and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. <u>In the document at hand, there are no requests for confidentiality or claims of privilege.</u>

	All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 772 - Doc ID Number 4734	
Requested Party	Date: 10/11/2017
	Author(s)/Sender(s): Maria Fernanda Rea Anaya
	Recipient(s): Jose Miguel Ramirez
	Communication prepared by Mexican co-counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA co-Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 773 - Doc ID Number 5453	
Requested Party	Date: 10/21/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor, Neil Ayervais, Gordon Burr, John Conley, Daniel Rudden
	Email chain between Randall Taylor and B-Mex corporate counsel reflecting legal advice on behalf of the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with company governance and

	contain no references to this arbitration or the terms of the QEU&S Engagement Letter and is therefore subject to production. The document is a company record. There was no claim of privilege or request for confidentiality in the email, either by Taylor or Ayervais. In none of the communications was Claimant Taylor seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. This document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 774 - Doc ID Number 6409	
Requested Party	Date: 12/26/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor; David Orta; Neil Ayervais
	Attachment to email communication between claimants and NAFTA counsel regarding NAFTA litigation strategy and filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege

	in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 775 - Doc ID Number 4999	
Requested Party	Date: 07/20/2020
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email and letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, legal advice in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By July 20, 2020, the date of the email, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore, there can be no expectation of confidentiality or attorney-client privilege by QEU&S or David Orta. The document fails to include an attachment which should be added to complete the document. The missing attachment is: **2020.07.20_Letter to Mr. Taylor.pdf** The email from Woo and letter from Orta of QEU&S contain no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. Any privilege is Taylor's to waive and by producing the document he has done so. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 776 - Doc ID Number 5711	
Requested Party	Date: 02/26/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email chain between Mr. Taylor, B-Mex management, and B-Mex's outside corporate counsel reflecting information related to confidential settlement negotiations and legal advice of B-Mex's corporate counsel regarding proposed settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication was made for the purposes of settlement negotiations and the parties to the communication expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Article 9.3(b) and 9.3(c), the document is protected from disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

	A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 777 - Doc ID Number 5048	
Requested Party	Date: 08/11/2016
	Author(s)/Sender(s): John Conley
	Recipient(s): Randall Taylor, Neil Ayervais, Dan Rudden, Gordon Burr
	Email exchange between Randall Taylor, the B-Mex Board, and B-Mex outside counsel discussing a confidential settlement offer.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows communications regarding settlement of the Taylor debt claim, and company governance matters. The communications were not confidential as no party had sought to make the communications confidential. Any settlement negotiations in this instance are between B-Mex or B-Mex II Members (Taylor) and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this

	goal through limits on the *admissibility* of settlement material rather than limits on *discoverability*. In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 778 - Doc ID Number 5347	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	[Note this document is duplicative of Document ID Number(s) **5477**]

	Email from Mr. Taylor to B-Mex Board members and other B-Mex members reflecting privileged and confidential terms of QE Engagement letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: This email communication reflects terms of the QEU&S Engagement Letter. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There is no attorney work product in the document. There was no claim of privilege or request for confidentiality in either email, by any of the parties. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

	• No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of QE Engagement letter.

Document log number 779 - Doc ID Number 6100	
Requested Party	Date: 08/29/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **6101**] Email communication between NAFTA counsel and Randall Taylor regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 780 - Doc ID Number 4920	
Requested Party	Date: 01/25/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members

	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This document is a business communication widely circulated to all the members of B-Mex and B-Mex II. It is not privileged but is rather a standard business communication and company record. The information in the 01/25/2016 email from Erin Burr, a non-attorney, to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies by non-attorney Erin Burr. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed.</u> This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to

	Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B- Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established)

	• No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 781 - Doc ID Number 5392	
Requested Party	Date: 10/17/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, John Conley, Daniel Rudden, Erin Burr
	Email chain between B-Mex's outside corporate counsel and Mr. Taylor relaying legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but are company records. This arbitration, QEU&S, or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in any of the emails, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 782 - Doc ID Number 5014	
Requested Party	Date: 09/01/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Dan Rudden, John Conley
	Email communication reflecting confidential settlement discussions, legal advice from B-Mex outside counsel, and terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion of a privileged and confidential settlement offer between Mr. Taylor and members of the B-Mex Board. It also reflects legal advice related to B-Mex matters from B-Mex outside counsel. It also reflects the privileged terms of the Quinn Emanuel Engagement letter. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 783 - Doc ID Number 5759	
Requested Party	Date: 03/16/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **6167, 6194, 6221, 6231, 6276, 6293, 6320, 6419, 6425, 6451, 6499, 6523, 6638**] Letter from B-Mex companies' outside counsel reflecting, inter alia, the terms of Quinn Emanuel engagement.

	QEU&S Claimants' basis for privilege or confidentiality claim: The document discusses certain terms of the Quinn Emanuel Engagement Letter. It also reflects the privileged terms of the Quinn Emanuel Engagement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of the Engagement Letter would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 784 - Doc ID Number 5700	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr, Gordon Burr, Dan Rudden, John Conley, Randall Taylor
	Email communication between Mr. Taylor, and B-Mex corporate counsel regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for involvement from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 785 - Doc ID Number 4863	
Requested Party	Date: 01/14/2016
	Author(s)/Sender(s):
	Recipient(s):
	[Note this document is duplicative of Document ID Number(s) **5928**] [Duplicate of **Document Log Number 95 in Annex B to PO13.** This document will require redaction.] Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC discussing details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC were entered at a time when the Engagement Agreement with QEU&S was being negotiated, and the minutes reflect the terms and of the agreement as well as other work product and attorney-client communications. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The minutes are a company business record. Under the terms of the Operating Agreement and State Law, the Minutes are available to all members of B-Mex LLC, B-Mex II, LLC and Palmas South, LLC. The Minutes have already been revealed to and circulated among many of the B-Mex members. A significant portion of the document is quoted in and is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as

	Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. Portions of the minutes are quoted in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	The Respondent did not previously challenge the objection made in Log Number 95 in Annex B to PO13. In light of the Respondent's new objections, the Tribunal orders as follows: Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 786 - Doc ID Number 5267	
Requested Party	Date: 11/28/2015
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Robert S. Brock
	Email from Gordon Burr to Robert S. Brock reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There is no claim of privilege or request for confidentiality in the email or the underlying letter from Brock. The original version of this letter from Brock dealt with several topics regarding company governance and access to records. This version of the letter contains a response to the Brock questions from Gordon Burr. This email of Burr's response to the Brock letter, was sent out to over 200 B-Mex and B-Mex II members and others by Management on December 1, 2015. See Document Log #209. As noted, the letter was not protected and kept confidential by the Boards of the manager run B-Mex companies but rather was forwarded to the general membership of the companies via email on December 1, 2015, by non-attorney Erin Burr. See Document Log #209. The forwarding of the letter to non-managing members of a Manager run LLC by non-attorney Erin Burr makes the document standard business correspondence rather than a

	document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. The correspondence pre-dates the February 25, 2016, Engagement Agreement thus, at the time of this recording, QEU&S having expectations under the terms of the engagement agreement was not possible. With novation of the 2015 Engagement Agreement, the February 25, 2016, contract voided the previous Engagement Agreement. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 787 - Doc ID Number 6475	
Requested Party	Date: 06/19/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Jennifer Osgood
	Letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 788 - Doc ID Number 6365

Requested Party	Date: 04/24/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Phillip Parrot
	[Note this document is duplicative of Document ID Number(s) **6533**] Communication discussing privileged and confidential settlement in Chow case and attaching privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. The communication also discusses and attaches a privileged and confidential settlement with Luc Pelchat, an individual who some of the Claimants sued in a civil Rico action in Colorado. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 789 - Doc ID Number 6010	
Requested Party	Date: 03/28/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication with B-Mex et al. outside counsel regarding issues related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 790 - Doc ID Number 5371	
Requested Party	Date: 10/17/2016
	Author(s)/Sender(s): Vance Brown
	Recipient(s): Karen Trowbridge, Neil Ayervais
	Email and letter from counsel for Mr. Brock to Mr. Ayervais related to B-Mex matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 791 - Doc ID Number 5876	
Requested Party	Date: 06/23/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Dan Rudden, Randall Taylor John Conley, Erin Burr
	Email reflecting privileged and confidential terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The e-mail communication reflects terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a).

Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 792 - Doc ID Number 5568	
Requested Party	Date: 09/09/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr
	Email communication between two claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 793 - Doc ID Number 5618	
Requested Party	Date: 09/01/2016
	Author(s)/Sender(s):
	Recipient(s):
	[Note this document is duplicative of Document ID Number(s) **5762**] Transcript of recording of conversation between Randall Taylor, Daniel Rudden, John Conley, and Alfredo Moreno concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5618 is not a transcript of a recorded conversation between the parties rather it is the recording. The recording shows Claimant Taylor discussing with B-Mex and B-Mex II Board Members Rudden and Conley how to obtain documentation of an outstanding loan to BMEX II and the repayment of that loan. The transcript also shows discussions of company governance issues and some regarding the effect of those issues on the NAFTA arbitration. Neither Rudden nor Conley are attorneys.

	At no time did Rudden or Conley or Moreno give any indication or claim that any of the information they shared was to be considered confidential or privileged. Neither Conley nor Rudden or Moreno made mention of any need for confidentiality or any expectation of confidentiality. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. The purpose of the conversation was not this arbitration. This was not a conversation about NAFTA or QEU&S's representation, those topics just came up spontaneously. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. . Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above<u>) was initiated</u>

	by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. This document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 794 - Doc ID Number 5327	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown, Randall Taylor

	Letter from B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members and to Mr. Taylor reflecting, inter alia, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question consists of two separate and distinct letters, both authored by counsellor Ayervais, one addressed to L. Vance Brown, and a second separate letter to Taylor. Both letters are a response to previous inquiries dealing with access to company records and matters regarding company governance. The document (two letters) is not privileged but is routine company correspondence on company governance. There were no claims, no claim of privilege or requests for confidentiality anywhere in either of the two letters authored by Ayervais. . There is no mention of the NAFTA arbitration whatsoever in the letter to L Vance Brown. There is only one reference acknowledging the existence of the NAFTA arbitration in the letter to Taylor, but it provides no details whatsoever. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document

	from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 795 - Doc ID Number 5126	
Requested Party	Date: 04/19/2019
	Author(s)/Sender(s): Jennifer Osgood
	Recipient(s): Joseph Mellon, Charles Torres
	Email from counsel to Randall Taylor and David Ponto to outside counsel for the B-Mex companies reflecting, inter alia, confidential settlement negotiations between members of B-Mex companies.

	QEU&S Claimants' basis for privilege or confidentiality claim: The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Article 9.3(b), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 796 - Doc ID Number 6462	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Neil Ayervais David Ponto
	[Note this document is duplicative of Document ID Number(s) **6564**] Email discussing privileged and confidential settlement agreement and attaching portion of draft settlement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is a portion of a draft privileged and confidential settlement agreement between Mr. Taylor and the B-Mex Companies. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim

Tribunal	No decision required.

Document log number 797 - Doc ID Number 6267	
Requested Party	Date: 07/23/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, David Orta
	Letter and attachments from Claimants' NAFTA Counsel to Mr. Taylor's personal counsel reflecting, inter alia, mental impressions and legal advice from NAFTA Counsel and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. In addition, the document reflects legal advice and mental impressions of NAFTA Counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the QEU&S Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 798 - Doc ID Number 6412	
Requested Party	Date: 12/26/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor; David Orta; Neil Ayervais
	Attachment to email communication between claimants and NAFTA counsel regarding NAFTA litigation strategy and filings.

	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 799 - Doc ID Number 6584	
Requested Party	Date: 10/20/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr
	Email exchange and accompanying attachment between Randall Taylor, Neil Ayervais, and Gordon Burr reflecting a request for legal advice and attorney work product.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and accompanying attachments reflect legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication and attachments are protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document fails to include the transmittal email chain which should be added to complete the document. The document is undated. Per this log, the date of the transmittal email of this document is October 20, 2013, predates the initiation of this arbitration and the QEU&S Engagement Letter by months and years, respectfully. The document as produced is a draft of a proposed agreement which included B-Cabo, LLC and other individuals and companies. A review of the contract will confirm <u>Taylor was not a participant in the contract</u>. Taylor had no ownership interest in B-Cabo. Taylor was not a client of Ayervais. By forwarding the contract to Taylor for input, without any claim of

	privilege or request for confidentiality, Ayervais and B-Cabo waived any claim of privilege. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 800 - Doc ID Number 5545	
Requested Party	Date: 10/24/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	Communication between B-Mex corporate counsel on behalf of the B-Mex Board and Mr. Taylor.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The document in question is an extended email chain between multiple parties dealing with access to company records and other matters regarding company governance and is not privileged but rather is routine company correspondence. This is a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor except by Erin Burr in her emails. The email chain deals primarily with a <u>business dispute</u> (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. There is no mention of terms contained in the Quinn Emanuel Engagement letter. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of document); • No. 2 (Insufficiently supported claim of confidentiality or privilege); • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege); and • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality). • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 801 - Doc ID Number 4828	
Requested Party	Date: 08/25/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): Randall Taylor, Neil Ayervais, Gordon Burr, John Conley, Nick Rudden
	Email chain between David Ponto and outside B-Mex corporate counsel, as well as between Mr. Taylor and outside B-Mex corporate counsel, in regards to seeking legal advice in regards to B-Mex company matters and reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim*

	There was no claim of privilege or request for confidentiality anywhere in the correspondence. The document is correspondence regarding a business dispute (not a legal dispute) regarding corporate governance, an election, and the rights to certain corporate records. Some of the issues go to the core of the current arbitration. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Many of the documents and quotes referenced in the 8/14/2018 Taylor email are already part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, Case 2020CV31612, and are currently available to the public without limitation. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 802 - Doc ID Number 4805	
Requested Party	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Consent Resolutions of the Board of Managers of B-Mex LLC reflecting, inter alia, the details of the Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 2 (Insufficiently supported claim of confidentiality or privilege); • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality); and • No. 5 (Confidentiality of AAA Arbitration documents has not been established)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of the Engagement Agreement between Claimants and NAFTA Counsel.

Document log number 803 - Doc ID Number 5244	
Requested Party	Date: 03/07/2016
	Author(s)/Sender(s): Stephen Kapnik
	Recipient(s): Neil Ayervais, Board of Managers of B-Mex, LLC, B-Mex II, LLC and Palmas South
	Letter and attachments from Mr. Kapnik to outside B-Mex corporate counsel and Board of Managers of B-Mex companies reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by outside Mexican counsel to the Mexican Enterprises, outside B-Mex corporate counsel and legal advice and strategy from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The B-Mex members and members of the Mexican Enterprises expected that any discussions between themselves and outside Mexican counsel to the Mexican Enterprises would be confidential and privileged. The QEU&S Claimants expected that their discussions with outside corporate counsel to B-Mex and NAFTA Counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members and members of the Mexican Enterprises, as well as to the QEU&S Claimants. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The subject document, a Demand Letter asking for

	action in compliance with the company's fiduciary duties, was from Stephen Kapnik representing several parties, including Claimant Taylor. He was not representing the parties as Members rather in their individual capacity. There was no request for confidentiality nor claims of privilege in the letter. The was no request for legal advice. There is no basis for B-Mex to claim privilege to a demand letter sent from third parties. A full and complete copy of the executed Letter is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. The Letter is contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 804 - Doc ID Number 5140	
Requested Party	Date: 03/05/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email communication reflecting legal advice regarding loans made to B-Mex.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of communicating legal advice from outside counsel hired by B-Mex members. As such, the communication is

	protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with B-Mex outside counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The subject document, an email from Erin Burr, a non-attorney, "reflecting legal advice" that is not privileged. The email contained no claim of privilege nor request for confidentiality. On March 5, 2016, upon the receipt of the email, Taylor was not a client of either Kapnik or QEU&S. Taylor became a client of Kapnik shortly thereafter and QEU&S on May 23, 2016. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 805 - Doc ID Number 6261	
Requested Party	Date: 03/11/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Erin Burr, Gordon Burr
	[Note this document is duplicative of Document ID Number(s) **6157**] Email chain between Randall Taylor, David Ponto, Neil Ayervais and Gordon Burr reflecting, inter alia, information related to confidential settlement negotiations between members of B-Mex companies, and legal advice provided by outside B-Mex corporate counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. The B-Mex members also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, some of which are copied on the correspondence. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that

	settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 806 - Doc ID Number 4720	
Requested Party	Date: 06/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	Email chain between B-Mex's outside corporate and Mr. Taylor reflecting, inter alia, legal advice regarding matters related to the B-Mex companies, settlement negotiations, and information related to the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product

	doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with B-Mex corporate counsel and legal advice rendered by B-Mex corporate counsel would be confidential, privileged, and protected from disclosure. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows communications regarding settlement of the Taylor debt claim, and company governance matters. The communications were not confidential as no party had sought to make the communications confidential. The document is a company record. The document is also Taylor's privilege to waive and by producing the document he has done so. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.

	The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. Taylor was not seeking legal advice from Ayervais. Ayervais was not representing Taylor. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege.

	Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 807 - Doc ID Number 6135	
Requested Party	Date: 04/05/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **6136**] Attorney client communication involving issues related to the NAFTA case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 808 - Doc ID Number 6145	
Requested Party	Date: 02/18/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication discussing confidential settlement with Alfonso Rendon and requesting legal advice.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 809 - Doc ID Number 6575	
Requested Party	Date:
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): B-Mex, LLC and B-Mex II, LLC

	[Note this document is duplicative of Document ID Number(s) **6174, 6207, 6233, 6322, 6381, 6530, 6547**] Exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is a draft of a proposed exhibit to a demand letter that was ultimately sent to the B-Mex II managers regarding company governance issues and a call for an election. This version of the document was produced by Taylor. Substantial portions of the document are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Full and complete copies of some of the originals of the referenced documents are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Those documents available to the public without limitation are,

	16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. Many of the quotes from the recordings/transcripts contained in the original email transmission are also available in that same Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 810 - Doc ID Number 5110	
Requested Party	Date: 09/06/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Erin Burr
	[Note this document is duplicative of Document ID Number(s) **5117**] Email and attachment from Mr. Taylor reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain and the attachment are standard business communications regarding company governance and an election. These types of communication are not privileged communications but are company records and should be produced. The document fails to include an attachment which should be added to complete the document. The missing attachment is: Randall Taylor, Class A Manager Election BMEX and BMEX II.pdf Full and complete copies of the originals of the referenced documents in the missing attachment are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are <u>currently available to the public without limitation.</u> The last 24 pages of the missing attachment and the Candidate Statement contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, are almost identical, if not identical. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration, save insofar as it is already available to the public from the proceedings before the Denver District Court.

Document log number 811 - Doc ID Number 6508	
Requested Party	Date: 07/12/2018
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Randall Taylor, David Orta
	Letter from Claimants' NAFTA Counsel to Mr. Taylor reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)

Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the details of Claimants' Engagement Agreement with NAFTA Counsel.

Document log number 812 - Doc ID Number 5104	
Requested Party	Date: 06/29/2016
	Author(s)/Sender(s): Robert Brock
	Recipient(s): Gordon Burr, John Conley, Tery Larrew, Randall Taylor, and other members of B-Mex
	Email reflecting privileged and confidential terms of Quinn Emanuel Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The e-mail communication reflects terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email is a standard business communication regarding company governance from a Member of B-Mex II to the company managing board. This type of communication is not privileged but rather is a company record. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed There was no claim of privilege or request for confidentiality in the email. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of Quinn Emanuel Engagement.

Document log number 813 - Doc ID Number 5975	
Requested Party	Date: 03/12/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, David Ponto, Gordon Burr, Dan Rudden, John Conley

	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email document deals with a dispute between members and management over company governance, compensation, and unpaid debts. In the document at hand, there are no requests for confidentiality or claims of privilege. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this

	goal through limits on the *admissibility* of settlement material rather than limits on *discoverability*. In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld.

Document log number 814 - Doc ID Number 4683	
Requested Party	Date: 07/12/2019
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, legal advice and mental impressions from NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The email communication is also privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Therefore, under the

	IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The information in the 07/12/2019 email from Erin Burr, a non-attorney, to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in

	their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. This document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 815 - Doc ID Number 6507	
Requested Party	Date: 11/09/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Dan Rudden, John Conley, Erin Burr
	Privileged communication (email and attachment) reflecting B-Mex outside counsel's legal opinion regarding various issues related to B-Mex.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The document fails to include the email which should be added to complete the document. The included document is a letter from Ayervais to Taylor dated October 8, 2016. The letter deals with access to company records and other matters regarding company governance. The document is not privileged but rather is routine company correspondence. It should be noted that the same October 8, 2016, Ayervais to Taylor letter has been ruled upon by the Tribunal in Document Log Number 80 in Annex B to PO#13. Taylor is satisfied with the Tribunals ruling of Document Log Number 80 in Annex B. The Tribunals ruling was "Tribunal's ruling is reserved until issuance of the report by the privilege expert." There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. There is no mention of terms contained in the Quinn Emanuel Engagement letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice must be produced. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 9 (Tribunal has already ruled on this document)

Tribunal	Objection upheld.

Document log number 816 - Doc ID Number 5030	
Requested Party	Date: 07/01/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley
	Email exchange and attachment between Randall Taylor and John Conley reflecting terms of QEU&S Engagement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The e-mail communication reflects terms of the QEU&S Engagements. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. The document fails to include an attachment which should be added to complete the document. The missing attachment is: Pontos $100M - $300M spread sheet 12 31 15 for oil group (002).xlsx There was no claim of privilege or request for confidentiality in either email, by any of the parties. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of QEU&S Engagement.

Document log number 817 - Doc ID Number 5144

Requested Party	Date:
	Author(s)/Sender(s): B-Mex, LLC and B-Mex II, LLC
	Recipient(s): American Arbitration Association
	B-Mex, LLC and B-Mex II, LLC More Definite Statement Regarding the Basis of Its Claims in the AAA Arbitration reflecting, inter alia, details of the Engagement Agreement between Claimants and NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

	A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) <u>was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce

	every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 8 (Documents are in the public domain)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting details of the Engagement Agreement between Claimants and NAFTA Counsel.

Document log number 818 - Doc ID Number 5345	
Requested Party	Date: 10/18/2016

	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown, Karen Trowbridge, Gordon Burr, Daniel Rudden, John Conley, Erin Burr
	Email from B-Mex corporate counsel to B-Mex member Linda Brock counsel regarding legal claims and reflecting NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). This communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. IBA Rules, Articles 9.3(b) and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with company governance and requests for access to records by Member Linda Brock through her attorney Vance Brown. The email chain is a company record and thus should be produced. The five-page document contains only one non-relevant reference to this arbitration which can be redacted if needed. There is no reference to QEU&S or the QEU&S Engagement Letter. There was no claim of privilege or request for confidentiality in the email exchanges by Ayervais or B-Mex II. In none of the communications was Member Linda Brock seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 819 - Doc ID Number 5469	
Requested Party	Date: 04/16/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Cal Pierce, Jayne Pierce
	Email and attachments from Mr. Taylor to Cal Pierce and Jayne Pierce reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel and mental impressions and legal advice from outside B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Therefore, under the IBA Rules, Articles 9.2(a), 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in

	the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June 2016. The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. This document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting (a) the details of Claimants' Engagement Agreement with NAFTA Counsel and (b) mental impressions and legal advice from outside B-Mex corporate counsel.

Document log number 820 - Doc ID Number 4738	
Requested Party	Date: 10/05/2016

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr, Gordon Burr, Neil Ayervais, John Conley, and Daniel Rudden
	Email from Mr. Taylor to Erin Burr and B-Mex management in response to email from E. Burr to Mr. Taylor forwarding communication from Erin Burr to B-Mex members reflecting information related to confidential terms of the Engagement Agreement and fee arrangement between Claimants and their NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement, of the confidential fee arrangement between Claimants and NAFTA Counsel, and mental impressions from NAFTA Counsel. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or

	amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) <u>was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential;

	allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. The information in the 10/05/2016 email from Erin Burr, a non-attorney, to Randall Taylor was sent to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent by a non-attorney to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the information related to confidential terms of the Engagement Agreement and fee arrangement between Claimants and their NAFTA Counsel.

Document log number 821 - Doc ID Number 5106	
Requested Party	Date: 01/15/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Erin Burr, Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **5109**] Email from Neil Ayervais to Gordon Burr, Erin Burr, and Randall Taylor attaching draft complaint.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The date of this document, January 15, 2014, predates the initiation of this arbitration and the QEU&S Engagement letter by months and years, respectfully. The document fails to include an attachment which should be added to complete the document. The missing attachment is: Complaint Against Brasel et al.docx The transmittal email was sent with no claim of privilege or request for confidentiality in the email and there is no claim of privilege or request for confidentiality in the missing attachment; therefore Ayervais waived all claims of privilege as to this document by sharing the document with Taylor who was not a party to the litigation. Taylor was not a client of Ayervais in this matter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) •
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 822 - Doc ID Number 5800	
Requested Party	Date: 04/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email chain between Mr. Taylor and Claimants' NAFTA Counsel reflecting, inter alia, mental impressions and legal advice from NAFTA Counsel in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 823 - Doc ID Number 5763

Requested Party	Date: 02/13/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **5778**] Email communication discussing privileged legal advice related to NAFTA case strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication communicates legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 824 - Doc ID Number 4652	
Requested Party	Date: 10/05/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Erin Burr to B-Mex members reflecting, inter alia, information related to Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration.

Document log number 825 - Doc ID Number 4862	
Requested Party	Date: 10/18/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex's outside corporate counsel to Mr. Taylor relaying legal advice regarding matters related to the B-Mex companies and discussing settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The Letter is not a response to a request for legal advice but rather a response to issues raised previously by Taylor regarding the production of or access to company records and other company governance matters. No legal advice was provided. The letter is a routine business correspondence response for access to records. It is not a settlement negotiation. There was no claim of privilege or request for confidentiality in the letter by Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in

	the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege.</u> The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) <u>was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were ongoing for years. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The Document should be produced
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 826 - Doc ID Number 6011	
Requested Party	Date: 03/10/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states.

	A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) •
Tribunal	Objection upheld.

Document log number 827 - Doc ID Number 4705	
Requested Party	Date: 10/09/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Adolfo Ramirez

	Communication prepared by NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 828 - Doc ID Number 5981	
Requested Party	Date: 04/01/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **5983**] Communication discussing NAFTA engagement and Chow case.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email is an attorney client communication with Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 829 - Doc ID Number 5293	
Requested Party	Date: 10/10/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Randall Taylor, Dan Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s) **5866**] Email communication with B-Mex outside counsel reflecting confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication between Mr. Taylor and B-Mex corporate counsel was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed There was no claim of privilege or request for confidentiality in any email, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 830 - Doc ID Number 6051	
Requested Party	Date: 02/14/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Randall Taylor, Dan Rudden, John Conley, Nick Rudden, Suzanne Goodspeed, Phillip Parrot, Michael Drews
	Email communication reflecting, inter alia, legal advice from Quinn Emanuel related to NAFTA Arbitration and Chow litigation.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communicates legal advice from Quinn Emanuel related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain. There is no mention QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows discusses settlement of a debt claim, a business dispute, making the document a business record.

	The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld in part. Document to be produced subject to redaction of portions reflecting legal advice from Quinn Emanuel related to NAFTA Arbitration and Chow litigation.

Document log number 831 - Doc ID Number 5375	
Requested Party	Date: 10/18/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown, Karen Trowbridge, Erin Burr, Gordon Burr
	[Note this document is duplicative of Document ID Number(s) **5390**] Emails exchange between counsel for Mr. Brock and B-Mex corporate counsel related to B-Mex matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain deals with company governance and

	requests for access to records by Member Linda Brock through her attorney, Vance Brown. The email chain is a company record and thus should be produced. There was no claim of privilege or request for confidentiality in the email exchanges by Ayervais or B-Mex II and none in the forward of the email chain to Taylor. In none of the communications was Member Linda Brock seeking legal advice from Mr. Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 832 - Doc ID Number 6505	
Requested Party	Date: 08/16/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s) **6328, 6460, 6646**] Letters from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration and reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letters were made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that the Engagement Agreement and any terms related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)

Tribunal	Objection upheld.

Document log number 833 - Doc ID Number 6621	
Requested Party	Date: 03/22/2016
	Author(s)/Sender(s): John Conley
	Recipient(s): Stephen Kapnik
	[Note this document is duplicative of Document ID Number(s) **6225, 6576, 6599**] Letter from John Conley to Mr. Taylor's personal counsel reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by outside Mexican counsel to the Mexican Enterprises.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The B-Mex members and members of the Mexican Enterprises expected that any discussions between themselves and outside Mexican counsel to the Mexican Enterprises would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members and members of the Mexican Enterprises. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* A full and complete copy of the Letter is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. The Letter is contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. The subject document, is a response to a Demand Letter asking for action in compliance with the company's fiduciary duties from Stephen Kapnik representing several parties, including Claimant Taylor.

	There is no request for confidentiality nor claims of privilege in the document. The is no request for legal advice. The document is not privileged but rather is routine company correspondence and a business record. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 834 - Doc ID Number 5742	
Requested Party	Date: 08/15/2018
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Erin Burr, Gordon Burr, Philip Parrott
	[Note this document is duplicative of Document ID Number(s) **5743**]

	Email chain between Mr. Taylor and NAFTA Counsel seeking and relaying legal advice relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants, some of which are copied in the communication. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 835 - Doc ID Number 5355	
Requested Party	Date: 10/17/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown, Karen Trowbridge, Erin Burr, Gordon Burr, Dan Rudden, John Conley
	The email communication reflects a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a communication from counsel for a B-Mex member to B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in

	International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is misidentified. The email chain is a forward from Bob Brock (rsb@xyxxxx) to Randall Taylor of standard business communications between Member Linda Brock's attorney, Vance Brown, and Neil Ayervais. regarding company governance and a request for access to company documents. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in the forward of the email chain from Brock to Taylor. Brown was not seeking legal advice on behalf of Brock. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 836 - Doc ID Number 5771	
Requested Party	Date: 02/13/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Phillip Parrot, Mike Drews
	[Note this document is duplicative of Document ID Number(s) **5774**] Email communication discussing privileged legal advice related to NAFTA case strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication communicates legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim .
Tribunal	No decision required.

Document log number 837 - Doc ID Number 5116	
Requested Party	Date: 01/17/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Erin Burr, Randall Taylor
	Email from Neil Ayervais to Gordon Burr and Erin Burr reflecting legal advice and attorney work product.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect legal advice and attorney work product from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The date of this document, January 17, 2014, predates the initiation of this arbitration and the QEU&S Engagement letter by months and years, respectfully. The document fails to include an attachment which should be added to complete the document. The missing attachment is: Complaint Against Brasel et al.docx The transmittal email was sent with no claim of privilege or request for confidentiality in the email and there is no claim of privilege or request for confidentiality in the missing attachment; therefore Ayervais waived all claims of privilege as to this document by sharing the document with Taylor who was not a party to the litigation. Taylor was not a client of Ayervais in this matter. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 838 - Doc ID Number 5097	
Requested Party	Date: 09/09/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s) **5102**] Email from Mr. Taylor to David Orta following up on attachment regarding the NAFTA arbitration discussing legal advice, mental impressions and strategy of counsel regarding the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The parties to the Engagement Agreement, including NAFTA Counsel, expected that their discussions pertaining to the NAFTA Arbitration would be confidential, privileged, and protected from disclosure. The document is

	also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 839 - Doc ID Number 4846	
Requested Party	Date: 09/06/2018
	Author(s)/Sender(s): David Ponto
	Recipient(s): Neil Ayervais, Gordon Burr, John Conley, Erin Burr
	Email chain between David Ponto and outside B-Mex corporate counsel, as well as between Mr. Taylor and outside B-Mex corporate counsel, in regards to seeking legal advice in regards to B-Mex company matters and reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and legal advice provided by NAFTA Counsel and information related to settlement negotiations.
	QEU&S Claimants' basis for privilege or confidentiality claim: The B-Mex members expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that their discussions with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot waive this privilege on behalf of B-Mex and its members, nor on behalf of the QEU&S Claimants. In addition, the Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The document is also protected as it reflects information related to settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 840 - Doc ID Number 4931	
Requested Party	Date: 06/16/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, legal advice rendered by NAFTA Counsel in regards to the NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b), and 9.3(c). Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The information in the 06/16/2016 email from Erin Burr, a non-attorney, to the Membership was not protected and kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC, makes the

	document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) <u>was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 841 - Doc ID Number 6179	
Requested Party	Date: 11/08/2015
	Author(s)/Sender(s): Daniel Rudden
	Recipient(s): U.S. and Mexican investors in B-Mex companies
	[Duplicative of Document Log Number 26 in Annex B to PO13] Communication from B-Mex Manager to U.S. and Mexican investors in B-Mex Companies and Juegos Companies reflecting information related to terms of the Engagement Agreement that was being negotiated between NAFTA Counsel and Claimants in NAFTA arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is standard business communications regarding company governance and other business. These types of communication are not privileged communications but rather are company records. The information in the 06/16/2016 email from Board Member Dan Rudden to the Membership was not protected and kept confidential by the Boards of

	the manager run B-Mex companies. It was instead sent to the general membership of the companies. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. Rudden is not an attorney, there is no attorney work product. The document contains no claim of privilege or request for confidentiality. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal refers to its decision on Document Log Number 26 in Annex B to PO13.

Document log number 842 - Doc ID Number 5744	
Requested Party	Date: 03/2017
	Author(s)/Sender(s): B-Mex Companies and Randall Taylor
	Recipient(s): B-Mex Company managers, Neil Ayervais, Randall Taylor, David Ponto
	Draft settlement agreement between Randall Taylor, David Ponto, and the B-Mex Companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document reflects the terms of a privileged and confidential settlement agreement. The document also includes, inter alia, terms of the Quinn Emanuel Engagement Letter. As such this communication is protected from

	disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document deals with a dispute between members and management over company governance, compensation, and unpaid debts. These settlement negotiations are no longer ongoing. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 843 - Doc ID Number 4905	
Requested Party	Date: 06/20/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Daniel Rudden, John Conley, Gordon Burr
	Email from Mr. Taylor to the Board of B-Mex II, LLC reflecting, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel, as well as information related to settlement negotiations between members of B-Mex companies, and a draft settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is further protected from disclosure as it reflects settlement negotiations. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the

	AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality anywhere in the email itself. It is a demand letter and correspondence regarding a <u>business dispute</u> (not a legal dispute). The email was sent by Taylor with no claim of privilege or request for confidentiality Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The attachment shows discussions regarding settlement of the Debt claim, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential. There is no mention of any terms contained in the Quinn Emanuel Engagement letter. A mere mention of the NAFTA arbitration is not enough to render the document privileged. Any settlement negotiations in this instance are between B-Mex or B-Mex II Members and Taylor about debts. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than

	limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to initiate a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive in the AAA arbitration to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 844 - Doc ID Number 6004	
Requested Party	Date: 03/10/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, David Ponto, Gordon Burr, Dan Rudden, John Conley, Suzanne Goodspeed, Nick Rudden
	Email communication with internal corporate counsel regarding settlement negotiations and discussing legal advice from outside counsel regarding implications of issues related to settlement to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a discussion with B-Mex corporate counsel, legal advice from Quinn Emanuel, and a discussion of the terms of a settlement agreement. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain document deals with a dispute between members and management over company governance, compensation, and unpaid debts. The document fails to include an attachment which should be added to complete the document. The missing attachment is: 2017.03.09 - Final Settlement Proposal redline (v2).docx The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior</u>

	attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 845 - Doc ID Number 5776	
Requested Party	Date: 10/15/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, John Conley, Neil Ayervais, Erin Burr
	Email and attachments from Mr. Taylor to outside B-Mex corporate counsel and B-Mex management including exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. . The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email communications primarily deal with company governance issues regarding an election. No legal advice was provided. The email chain is primarily routine business correspondence regarding company governance making them business records. There was no claim of privilege nor request for confidentiality in any of the communications.

	Omitted and not produced with the document are the following identified documents. These documents should be added to make the document complete. Exhibit A Demand Letter Manager Class A Manager vote, annual meeting and removal Class B Managers, BMEX II, LLC (1).pdf; 18.10.14 forward of 18.10.9 Demand Letter to BMEX II, Ponto, Brock, Taylor and Kramer plus Schempp and Crooks.pdf Full and complete copies of some of the originals of documents referenced in the attachments and email are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Those documents available to the public without limitation are, 16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. Many of the quotes from the recordings/transcripts contained in the original email transmission are also available in that same Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 846 - Doc ID Number 5855	
Requested Party	Date: 09/09/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **5849**] Email chain between NAFTA counsel, Randall Taylor, and Randall Taylor counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA litigation strategy, and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by NAFTA counsel. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their

	discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 847 - Doc ID Number 4835	
Requested Party	Date: 10/19/2017
	Author(s)/Sender(s): Julianne Jaquith
	Recipient(s): Moises Opatowski
	Communication and letter prepared by NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that communications from NAFTA Counsel in regards to matters pertaining to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. The document is also protected from disclosure under the attorney work-product doctrine. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 848 - Doc ID Number 5401	
Requested Party	Date: 02/10/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Ernest Mathis, Erin Burr, David Orta
	Email chain between Erin Burr, Earnest Mathis and Mr. Taylor reflecting, inter alia, information regarding confidential settlement agreement related to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it relates to a confidential settlement agreement related to NAFTA Arbitration. The QEU&S Claimants expected that the settlement agreement and any information related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 849 - Doc ID Number 5517	
Requested Party	Date: 10/25/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor; David Orta; Neil Ayervais
	Email communication between claimants and NAFTA counsel regarding settlement in B-Mex litigation, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is

	said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 850 - Doc ID Number 4929	
Requested Party	Date: 06/10/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting, inter alia, information related to the terms of the Engagement Agreement between NAFTA

	Counsel and Claimants in NAFTA arbitration, particularly the confidential fee arrangement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of the Engagement Agreement between NAFTA Counsel and Claimants in NAFTA arbitration, including the confidential fee arrangement.

Document log number 851 - Doc ID Number 5952

Requested Party	Date: 09/12/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 852 - Doc ID Number 5941	
Requested Party	Date: 09/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta; Erin Burr; Gordon Burr; Phillip Parrott
	Email communication between claimants and NAFTA counsel regarding settlement agreement related to NAFTA Arbitration, NAFTA engagement agreement, and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects the legal advice of NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally

	waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 853 - Doc ID Number 5730	
Requested Party	Date: 08/23/2019
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Erin Burr, Gordon Burr, Philip Parrott
	[Note this document is duplicative of Document ID Number(s) **5757**] Email chain between Randall Taylor to NAFTA Counsel reflecting, inter alia, legal advice and strategy in regards relating to NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 854 - Doc ID Number 4601	
Requested Party	Date: 11/01/2018
	Author(s)/Sender(s): John Williams

	Recipient(s): Randall Taylor
	Email from John Williams to Mr. Taylor reflecting, inter alia, legal advice provided by NAFTA Counsel in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from NAFTA Counsel. Mr. Taylor cannot waive privilege on behalf of the QEU&S Claimants. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is an email from B-Mex member, John Williams to a fellow B-Mex member, Claimant Taylor, regarding claims made regarding company governance. There was no claim of privilege or request for confidentiality in the email to Taylor. Williams is not an attorney. There is no reference to obtaining any information from an attorney. There is no mention of any terms contained in the Quinn Emanuel Engagement letter. A mere mention of the NAFTA arbitration is not enough to render the document privileged. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 855 - Doc ID Number 6630	
Requested Party	Date: 06/06/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta, Jennifer Osgood
	[Note this document is duplicative of Document ID Number(s) **6653**] Letter from Mr. Taylor to Claimants' NAFTA Counsel in regards to seeking legal advice in regards to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a) this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter requests no legal advice from NAFTA counsel. The letter is from Taylor to his attorney and the attorney client privilege is his to waive. By producing the document, Taylor is waiving his privilege. "A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 856 - Doc ID Number 6472	
Requested Party	Date: 01/07/2017
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Neil Ayervais, Randall Taylor
	Email from Mr. Burr to Mr. Taylor attaching a privileged and confidential settlement agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication, in addition to reflecting an attorney-client communication, attaches a privileged and confidential settlement between certain of the Claimants. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: :* The document fails to include the transmittal email chain which should be added to complete the document. The document produced herein is apparently a draft of a proposed settlement agreement that went unexecuted. Those negotiations are no longer occurring. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the

	admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 857 - Doc ID Number 6059	
Requested Party	Date: 10/21/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email from Randall Taylor to Neil Ayervais with accompanying attachment requesting legal advice regarding Cabo transaction.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is from 2013, long before notice of any intent to submit a claim was filed in this arbitration and long before QEU&S had an attorney client relationship with any of the parties involved in this correspondence. The document is incomplete. The document is an email chain with an attachment. The attachment should be added to make the document complete. The missing attachment is Agreement Regarding Taylor Interest with comments version 2 with RT comments 10.21.13 307 pm.docx This attachment was attached to the Taylor to Ayervais email dated 10/21/2013. The document deals with a proposed contractual agreement between Randall Taylor and Farzin Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. and its exhibit. <u>Neither B-Mex nor B-Cabo were part of the agreement.</u> Attached as an Exhibit to the Taylor contract with Ferdosi et al, is another contract B-Cabo contract, however B-Cabo is not a participant in the contract. Taylor was not a client of Mr. Ayervais. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive. There was no claim of privilege or request for confidentiality in the email chain or any of the proposed agreements. Explanatory background. As the main agreement between Taylor and Ferdosi et al referenced a proposed BCABO contract as one of the Exhibits, Taylor offered Ayervais and Burr, of BCABO, the opportunity to comment or suggest amendments. I was not Ayervais client. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the proposed Taylor contract

	with Ferdosi. Clearly any claims to confidentiality to that attached Taylor – Ferdosi et al agreement proposal are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al or in the email chain. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 858 - Doc ID Number 5768	
Requested Party	Date: 02/13/2017

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email communication discussing privileged legal advice related to NAFTA case strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication communicates legal advice from Quinn Emanuel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure .
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 859 - Doc ID Number 5481	
Requested Party	Date: 10/07/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Daniel Rudden, John Conley, Erin Burr
	Email communication from B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members and to Mr. Taylor reflecting, inter alia, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules,

	Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 860 - Doc ID Number 6130	
Requested Party	Date: 01/03/2018
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor, Julianne Jaquith
	[Note this document is duplicative of Document ID Number(s) **6131**] Email between Claimants' NAFTA Counsel and Mr. Taylor discussing legal advice regarding NAFTA filings.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)

Tribunal	Objection upheld.

Document log number 861 - Doc ID Number 6436	
Requested Party	Date: 10/05/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **6534, 6537**] Email and attachment reflecting communication with B-Mex outside counsel and reflecting the privileged and confidential terms of the Quinn Emanuel engagement letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and attachment reflect a communication from B-Mex's corporate counsel regarding B-Mex's corporate matters. The email communication communicates the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is a letter dealing primarily with an unpaid obligation, corporate governance matters and access to company documents and is routine company correspondence and a business record. There was no claim of privilege or request for confidentiality by Ayervais in the letter. The privilege is Taylor's to waive. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...]

	(c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting the terms of the Quinn Emanuel engagement letter.

Document log number 862 - Doc ID Number 6568	
Requested Party	Date:
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): B-Mex, LLC and B-Mex II, LLC
	Exhibit to Demand letter from certain B-Mex members to B-Mex, LLC and B-Mex II, LLC reflecting, inter alia, details of Engagement Agreement between NAFTA Counsel and Claimants and mental impressions and legal advice provided by NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. . The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document is Randall Taylor's thoughts on a draft proposed exhibit to a demand letter that was ultimately sent to the B-Mex II managers regarding company governance issues and a call for an election. This version of the document was never sent to the company and was produced by Taylor. Substantial portions of the document are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Full and complete copies of some of the originals of the referenced documents are part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612, and are currently available to the public without limitation. Those documents available to the public without limitation are,

	16.3.7 Lohf Atty Letter Only to Board of Managers re 2014 Loan and security interest in machines .pdf; 16.3.22 Highlighted Conley Response to Lohf 16.3.7 demand letter and Taylor 16.2.16 Let.pdf; 16.7.29 Burr email to Board forwarded Significant quotes from the original 16.1.14 - BMEX Minutes.pdf; are available in the above reference Case Number 2020CV31612. and are currently available to the public without limitation. Many of the quotes from the recordings/transcripts contained in the original email transmission are also available in that same Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 863 - Doc ID Number 5332	
Requested Party	Date: 10/14/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Vance Brown, Randall Taylor

	Letter from B-Mex's outside corporate counsel to personal counsel for one of B-Mex's members and to Mr. Taylor reflecting, inter alia, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The letter was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* This appears to be a duplicate of log number 794. The document in question consists of two separate and distinct letters, both authored by counsellor Ayervais, one addressed to L. Vance Brown, and a second separate letter to Taylor. Both letters are a response to previous inquiries dealing with access to company records and matters regarding company governance. The document (two letters) is not privileged but rather is routine company correspondence on company governance. There were no claims no claim of privilege or requests for confidentiality anywhere in either of the two letters authored by Ayervais. . There is no mention of the NAFTA arbitration whatsoever in the letter to L Vance Brown. There is only one reference acknowledging the existence of the NAFTA arbitration in the letter to Taylor but it provides no details whatsoever. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account

	the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 864 - Doc ID Number 5617	
Requested Party	Date: 08/19/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr, Erin Burr, Dan Rudden, Randall Taylor, John Conley
	Email communication attaching a confidential settlement offer.

	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of, inter alia, discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim* The document shows correspondence regarding settlement of a debt claim, a business dispute. The document is a company record. The correspondence were not confidential as no party had sought to make the discussions confidential or subject to privilege. There was no mention of the NAFTA arbitration other than a reference that funds received under the NAFTA arbitration might be a source of funding of the repayment. There was no claim of privilege or request for confidentiality in the email chain by any party. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)

	• No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 865 - Doc ID Number 5583	
Requested Party	Date: 08/22/2016
	Author(s)/Sender(s):
	Recipient(s):
	[Note this document is duplicative of Document ID Number(s) **5710**] Transcript of recording of conversation between Randall Taylor and Daniel Rudden concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. Moreover, this document was submitted as an exhibit in a confidential AAA Arbitration between certain of the Claimants and is subject to a protective order that prohibits its disclosure to any party other than the parties to the AAA Arbitration. Disclosure in this proceeding would violate the terms of the protective order. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5583 is a not transcript of a recorded conversation between Taylor and Dan Rudden but is the actual recording. Rudden is not an attorney. In the recording, it shows Claimant Taylor discussing with B-Mex and B-Mex II Board Member Rudden obtaining

	documentation of an outstanding loan and the repayment of that loan. The conversation primarily dealt with that loan and also contains numerous sections pertinent to this Arbitration regarding the management processes of the BMEX companies and governance. As to those standard business topics there should be no privilege. There are no discussion of the terms of the QEU&S Engagement Agreement and only one mention of this NAFTA arbitration. The mention of this NAFTA arbitration provided no details whatsoever. At no time did Rudden make any indication or claim that any of the information he shared in this conversation was to be considered confidential or privileged. Claimant Taylor does not agree with the claims made by QEU&S regarding a protective order prohibiting disclosure to any other party of those documents produced in the referenced AAA arbitration. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Instead, by producing the document in a non-confidential forum that they themselves initiated, B-Mex has waived the privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide

	documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 866 - Doc ID Number 5766	
Requested Party	Date: 04/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email chain between Mr. Taylor and Claimants' NAFTA Counsel reflecting, inter alia, mental impressions and legal advice from NAFTA Counsel in regards to the NAFTA Arbitration and details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of providing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 867 - Doc ID Number 5818	
Requested Party	Date: 12/31/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email exchange discussing documents for preparation of demand letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a request for documents and legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. Specifically, Mr. Taylor requests documents and "any other help" that B-Mex Corporate counsel could provide. Moreover, put in context, this request was followed shortly thereafter by a request that B-Mex Corporate counsel prepare a complaint on the same subject matter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an email chain between multiple parties dealing with a business matter. The document is not privileged but rather is a business record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor. There is no mention of terms contained in the Quinn Emanuel Engagement letter.

	Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 868 - Doc ID Number 6162	
Requested Party	Date: 03/24/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s) **6220, 6449**] Letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration and containing confidential information pertaining to the NAFTA Arbitration.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any

	discussions between Claimants and NAFTA counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The letter requests no legal advice from NAFTA counsel. The letter is from Taylor to his attorney and the attorney client privilege is his to waive. By producing the document, Taylor is waiving his privilege. "A joint client may waive the privilege as to its own communications with a joint attorney, provided those communications concern only the waiving client." https://www.americanbar.org/groups/litigation/committees/commercial-business/practice/2018/how-to-avoid-attorney-client-privilege-problems-in-joint-representations/ To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 869 - Doc ID Number 5867	
Requested Party	Date: 10/10/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email communication with B-Mex outside counsel reflecting confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication between Mr. Taylor and B-Mex corporate counsel was made for purposes of, inter alia, discussing a confidential settlement offer

	between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. IBA Rules, Articles 9.2(b), 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows communications regarding settlement of the Taylor debt claim, and company governance matters. The communications were not confidential as no party had sought to make the communications confidential. Taylor was not seeking legal advice. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Company Management about debts, company governance, access to records, auditing, compensation, or some combination thereof. <u>The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute</u>. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that

	settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 870 - Doc ID Number 5661	
Requested Party	Date: 02/18/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	[Note this document is duplicative of Document ID Number(s) **5663**]

	Read receipt on privileged and confidential settlement agreement with Alfonso Rendon.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication, in addition to reflecting an attorney-client communication, relates to the terms of a privileged and confidential settlement with Alfonso Rendon. As such this communication is protected from disclosure. IBA Rules, Articles 9.2(b), 9.3(a).
Requesting Party	The Respondent does not challenge this privilege/confidentiality claim
Tribunal	No decision required.

Document log number 871 - Doc ID Number 4648	
Requested Party	Date: 09/28/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Dan Rudden, John Conley, Neil Ayervais
	[Note this document is duplicative of Document ID Number(s) **5358**] Email and attachment reflecting communication with B-Mex Board and outside counsel regarding B-Mex matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication reflects a written request to B-Mex's corporate counsel. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The email also communicates the terms of the QE Engagement letter. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that the substance of discussions with Quinn Emanuel regarding matters that impacted the clients individually but also the various corporate clients, including B-Mex, would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed. There was no claim of privilege or request for confidentiality in either email, by any of the parties.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 872 - Doc ID Number 4891	
Requested Party	Date: 09/29/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Daniel Rudden, John Conley
	Email chain involving B-Mex corporate counsel and B-Mex members regarding demand for audit.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the

	Parties and their advisors at the time the legal impediment or privilege is said to have arisen." This communication reflects solicitation of legal advice from B-Mex corporate counsel. Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is two standard business communications sent by Claimant Taylor to the B-Mex Board regarding company governance and access to company records. The document is a company record. The document is incomplete as it fails to include the attachment in the email. The missing attachments should be added to complete the document. The missing attachments are: Gordon Burr cash from vault 2013, $510,000USD email from Arturo bmex accountant.pdf; Cash not reported on books summary, provided by Rudden in his office 9.1.16.pdf There was no solicitation of legal advice. There is no QEU&S work product contained in the document. . There is no mention of this NAFTA arbitration nor the QEU&S engagement agreement or the terms thereof. This communication is not a privileged communications. There was no claim of privilege or request for confidentiality in the email or the attachments. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 873 - Doc ID Number 4933	
Requested Party	Date: 09/29/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Daniel Rudden, John Conley
	[Note this document is duplicative of Document ID Number(s) **5667**] Email chain involving B-Mex corporate counsel and B-Mex members regarding demand for audit.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." This communication also reflects solicitation of legal advice from B-Mex corporate counsel. Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is a standard business communication sent by Claimant Taylor to the B-Mex Board regarding company governance and access to company records. The document is a company record.

	The document is incomplete as it fails to include the attachment in the email. The missing attachments should be added to complete the document. The missing attachments are: Gordon Burr cash from vault 2013, $510,000USD email from Arturo bmex accountant.pdf; Cash not reported on books summary, provided by Rudden in his office 9.1.16.pdf There was no solicitation of legal advice. There is no QEU&S work product contained in the document. There is no mention of this NAFTA arbitration nor the QEU&S engagement agreement or the terms thereof. This communication is not a privileged communications. There was no claim of privilege or request for confidentiality in the email or the attachments. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)

	• No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 874 - Doc ID Number 5020	
Requested Party	Date: 09/29/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr, Neil Ayervais, Daniel Rudden, John Conley
	Email from Randall Taylor to Board of B-Mex and B-Mex II and outside B-Mex corporate counsel reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Therefore, under the IBA Rules, Article 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain and attachments are standard business communications sent by Claimant Taylor to John Conley regarding company governance and access to company records. Taylor is the sole party producing content in the document. There is no QEU&S work product. There is no mention of this NAFTA arbitration nor the QEU&S engagement agreement or the terms thereof. The document is incomplete as it fails to include the attachments in the email to Conley. The missing attachments should be added to complete the document. The missing attachments are: Gordon Burr cash from vault 2013, $510,000USD email from Arturo bmex accountant.pdf; ATT00001.htm; (not a document, shows as a blank page) Cash not reported on books summary, provided by Rudden in his office 9.1.16.pdf; ATT00002.htm (not a document, shows as a blank page) These types of communication are not privileged communications. There was no claim of privilege or request for confidentiality in any of the emails

	or the attachments. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 875 - Doc ID Number 5025	
Requested Party	Date: 06/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley, Daniel Rudden
	Email from Randy Taylor to B-Mex members reflecting email to B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice solicited from B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a).

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The email chain and attachments are standard business communications sent by Claimant Taylor to John Conley and Dan Rudden regarding an unpaid company debt. Taylor is the sole party producing content in the document. There is no QEU&S work product. The document is a company record. There is no mention of this NAFTA arbitration nor the QEU&S engagement agreement or the terms thereof. The document is incomplete as it fails to include the attachment in the 6/23/16 email from Taylor to Conley and Rudden. The missing attachment should be added to complete the document. The missing attachment is: 1.15.15 RT email to Gordon and Erin on Mexican Note.pdf These types of communication are not privileged communications. There was no claim of privilege or request for confidentiality in any of the emails or the attachments. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 876 - Doc ID Number 5034	
Requested Party	Date: 06/30/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley, Daniel Rudden
	Email from Randy Taylor to B-Mex members reflecting email chain with B-Mex corporate counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice solicited from B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain and attachments are standard business communications sent by Claimant Taylor to Board Members John Conley and Dan Rudden regarding a Company debt. Further down in the chain of emails are exchanges between Taylor and Ayervais regarding that same unpaid debt. The communications are company records. There is no QEU&S work product. There is no mention of this NAFTA arbitration nor the QEU&S engagement agreement or the terms thereof. The document is incomplete as it fails to include the attachment in the 6/30/16 email from Taylor to Conley and Rudden. The missing attachment should be added to complete the document. The missing attachment is: Demand Letter 2.16.16 for 4.27.11 wire.pdf These types of communication are not privileged communications. There was no claim of privilege or request for confidentiality in any of the emails or the attachments. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would

	be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 877 - Doc ID Number 5063	
Requested Party	Date: 06/21/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): John Conley, Dan Rudden, Gordon Burr, Nick Rudden
	Email exchange between Randall Taylor, the B-Mex Board, and outside counsel to members of the Board regarding confidential settlement offer.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of discussing a confidential settlement offer between Mr. Taylor and members of the B-Mex Board. As such this communication is protected from disclosure as it communicates and attaches a confidential settlement agreement. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between multiple parties dealing with an unpaid Company debt. The

	document is not privileged but rather is routine company correspondence and is a company record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by any party. There is no mention of this NAFTA arbitration, the QEU&S Engagement letter or the terms thereof. There were no confidential settlement agreements as no party had requested confidentiality. It was very early in the process. There was no ongoing litigation. The settlement negotiations in this instance are between B-Mex or B-Mex II Members and Taylor about unpaid debts. The settlement negotiations revealed in this instance are not about a prior attempt to settle this NAFTA related dispute. The settlement negotiations revealed in this instance provide information about B-Mex or B-Mex II company operations, thus should be discoverable. Communications in settlement negotiations are discoverable in many jurisdictions and are often produced. In the document at hand, there are no requests for confidentiality or claims of privilege. All settlement negotiations occurred in the US. In the US, the principal authorities concerning settlement communications are Federal Rule of Evidence 408 and parallel evidentiary rules enacted by many states. A majority of U.S. courts have concluded that there is no prohibition over the pretrial discovery of settlement communications, agreements, or amounts. *See In re General Motors Corp. Engine Interchange Litig.,* 594 F.2d 1106, 1124 n.20 (7th Cir. 1979) ("Inquiry into the conduct of the [settlement] negotiations is also consistent with the letter and the spirit of Rule 408 . . . [which] only governs admissibility"); *In re MSTG,* 675 F.3d at 1343 ("In adopting Rule 408 . . . Congress directly addressed the admissibility of settlements but in doing so did not adopt a settlement privilege"). *In re Subpoena,* 370 F. Supp. 2d at 211, (Congress clearly enacted [Rule 408] to promote the settlement of disputes outside the judicial process. However, it is equally plain that Congress chose to promote this goal through limits on the *admissibility* of settlement material rather than limits on *discoverability.* In fact, the Rule on its face contemplates that settlement documents may be used for several purposes at trial, making it unlikely that Congress anticipated that discovery into such documents would be impermissible). A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document

	under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. This document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 878 - Doc ID Number 5121	
Requested Party	Date: 03/22/2016
	Author(s)/Sender(s): John Conley
	Recipient(s): Steven Kapnik
	Letter communication from a manager of B-Mex Companies to outside counsel hired by B-Mex members regarding B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice from outside counsel hired by B-Mex members regarding B-Mex corporate matters, including Mr. Taylor and

	other members of B-Mex. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the jointly represented clients. The parties to the communication also expected that the substance of discussions with outside counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. In addition, the communication reflects the confidential terms of the Engagement Agreement between Claimants and their NAFTA counsel, which are not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* A full and complete copy of the Letter is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and <u>is currently available to the public without limitation.</u> The Letter is contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. The subject document, is a response to a Demand Letter asking for action in compliance with the company's fiduciary duties from Stephen Kapnik representing several parties, including Claimant Taylor. <u>There was no request for confidentiality nor claims of privilege in the document</u>. The was no request for legal advice. The letter was also addressed specifically to Taylor so Taylor may waive privilege and did so by producing the document. The document is not privileged but rather is routine company correspondence and a business record. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.

	To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: Business disputes: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 879 - Doc ID Number 5147	
Requested Party	Date: 06/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email from Randy Taylor to B-Mex corporate counsel and B-Mex members regarding potential agreement among members and managers.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice solicited from B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email chain by any party. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows discussions regarding the payment of the Taylor debt claim, a business dispute. The discussions were not confidential as no party had sought to make the discussions confidential. The document is routine business correspondence and a business record.

	Taylor was not seeking legal advice from Ayervais. Ayervais was not representing Taylor. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 880 - Doc ID Number 5165	
Requested Party	Date: 03/05/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr
	Email communication between Ms. Burr and Mr. Taylor reflecting legal strategy and opinions of outside counsel hired by B-Mex investors regarding potential lawsuit about the loan to B-Mex, LLC.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication was made for purposes of communicating legal advice and

	strategy from outside counsel hired by B-Mex members to pursue legal actions against the managers of B-Mex I, B-Mex II, and Palmas South management for the illegal stock transfer and the member loan. As such, the communication is protected from disclosure under attorney-client privilege and work-product doctrine and Mr. Taylor cannot waive privilege on behalf of the jointly represented clients. The parties to the communication also expected that the substance of discussions with outside counsel made in connection with potential legal actions would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 881 - Doc ID Number 5229	
Requested Party	Date: 03/07/2016
	Author(s)/Sender(s): Steven Kapnik
	Recipient(s): Neil Ayervais and the boards of B-Mex, B-Mex II, and Palmas South, LLC
	Letter communication from outside counsel hired by B-Mex members to the B-Mex corporate counsel and Boards.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication was made for purposes of communicating legal advice from outside counsel hired by B-Mex members, including Mr. Burr, Mrs. Burr, and Mr. Taylor. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the jointly represented clients. The parties to the communication also expected that the substance of discussions with B-Mex outside counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("IBA Rules"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: The subject document, a Demand Letter asking for action in compliance with the company's fiduciary duties, was from Stephen Kapnik representing several parties, including Claimant Taylor. He was not representing the parties as Members of BMEX but rather in their individual capacity. There was no request for confidentiality nor claims of privilege in the letter. The was no request for legal advice. There is no basis for B-Mex to claim privilege to a demand letter sent from third parties. This is routine business correspondence and a business record. A full and complete copy of the executed Letter is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. The Letter is contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 882 - Doc ID Number 5249	
Requested Party	Date: 12/23/2015
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor and Gordon Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well.

	Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5249 is a transcript of a recorded conversation between the Taylor and Burr dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. At the time of this conversation, December 23, 2015, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The information in this recording was obtained prior to Taylor becoming a client of QEU&S and produced after he is no longer a client of QEU&S. The privilege is Taylor's to waive and by producing the document, he has done so. At no time did Gordon Burr make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory

| | legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account:
[...]
(c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added]

To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance.

Based on the markings, this document was produced by B-Mex and B-Mex II in the AAA Arbitration between B-Mex and B-Mex II as claimants and Dave Ponto and Claimant Taylor as respondents.

The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order.

Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex and B-Mex II, by producing the document in a non-confidential forum (the AAA arbitration), have waived their claim to privilege.

The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide |

	documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 883 - Doc ID Number 5265	
Requested Party	Date: 12/29/2015
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor and Gordon Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related

	to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5265 is a transcript of a recorded conversation between the Taylor and Gordon Burr and Erin Burr dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. On this date, Erin Burr was not an employee of the B-Mex companies. At the time of this conversation, December 29, 2015, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The information in this recording was obtained prior to Taylor becoming a client of QEU&S and produced after he is no longer a client of QEU&S. The privilege is Taylor's to waive and by producing the document, he has done so. At no time did Gordon Burr or Erin Burr make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added]

	Based on the markings, this document was produced by B-Mex and B-Mex II in the AAA Arbitration between B-Mex and B-Mex II as claimants and Dave Ponto and Claimant Taylor as respondents. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex and B-Mex II, by producing the document in a non-confidential forum (the AAA arbitration), have waived their claim to privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	- No. 2 (Insufficiently supported claim of confidentiality or privilege) - No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) - No. 5 (Confidentiality of AAA Arbitration documents has not been established) - No. 6 (Confidential/privileged information can be identified and redacted) - No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 884 - Doc ID Number 5281	
Requested Party	Date: 07/13/2018
	Author(s)/Sender(s): Bob Brock
	Recipient(s): Randall Taylor
	Email from Bob Brock to Mr. Taylor forwarding communication from Linda Brock to B-Mex's outside corporate counsel reflecting, inter alia, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records and was forwarded to Taylor with no claim of privilege or request for confidentiality. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed There was no claim of privilege or request for confidentiality in the email chain, by any of the parties.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 885 - Doc ID Number 5296	
Requested Party	Date: 10/12/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Email from Neil Ayervais to B-Mex Board and Erin Burr reflecting legal advice relating to B-Mex matters, NAFTA case, and Chow case as well as reflecting information relating to the NAFTA Engagement Letter.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, including the fee arrangement between QEU&S and the Claimants, would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects

	mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor but there was one such request by Erin Burr in her email. The email chain correspondence, after the initial email from Erin Burr, a non-attorney, deals primarily with a business dispute (not a legal dispute) regarding corporate governance and the rights to certain corporate records and is not privileged. Some of the issues go to the core of the current arbitration. Other than the initial email in the chain, 10/05/2016 from Erin Burr, a non-attorney, to the Members of the B-Mex companies, there is no mention of terms contained in the Quinn Emanuel Engagement letter. The information in the 10/05/2016 email from Erin Burr, a non-attorney, sent to the Membership, was not protected and not kept confidential by the Boards of the manager run B-Mex companies. It was instead sent to the general membership of the companies by non-attorney Erin Burr. The sending of this information by a non-attorney to non-managing members of a Manager run LLC makes the document standard business correspondence rather than a document subject to attorney-client privilege; in a similar manner to a shareholder proxy notice or quarterly update from management in a standard USA "C" corporation or publicly traded LLC. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. Claimant Taylor was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 886 - Doc ID Number 5301	
Requested Party	Date: 01/06/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor, Gordon Burr, and Erin Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:*

	Document 5301 is a transcript of a recorded conversation between the Taylor and Gordon Burr and Erin Burr dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. On this date, Erin Burr was not an employee of the B-Mex companies. At the time of this conversation, January 6, 2016, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The information in this recording was obtained prior to Taylor becoming a client of QEU&S and produced after he is no longer a client of QEU&S. The privilege is Taylor's to waive and by producing the document, he has done so. At no time did Gordon Burr or Erin Burr make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. Based on the markings, this document was produced by B-Mex and B-Mex II in the AAA Arbitration between B-Mex and B-Mex II as claimants and Dave Ponto and Claimant Taylor as respondents. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex and B-Mex II, by producing the document in a non-

	confidential forum (the AAA arbitration), have waived their claim to privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 887 - Doc ID Number 5314	
Requested Party	Date: 03/08/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s):
	Recorded conversation between Randall Taylor, Gordon Burr, and Erin Burr involving NAFTA litigation strategy and terms of engagement of NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The communication reflects legal advice from NAFTA counsel and NAFTA litigation strategy. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5314 is a transcript of a recorded conversation between the Taylor and Gordon Burr and Erin Burr dealing with, among other things, an

	outstanding loan and company governance. As to those topics there should be no privilege. On this date, Erin Burr was not an employee of the company. At the time of this conversation, March 8, 2016, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The information in this recording was obtained prior to Taylor becoming a client of QEU&S and produced after he is no longer a client of QEU&S. The privilege is Taylor's to waive and by producing the document, he has done so. At no time did Gordon Burr or Erin Burr make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Based on the markings, this document was produced by B-Mex and B-Mex II in the AAA Arbitration between B-Mex and B-Mex II as claimants and Dave Ponto and Claimant Taylor as respondents. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex and B-Mex II, by producing the document in a non-confidential forum (the AAA arbitration), have waived their claim to privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) <u>was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA

	Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)

Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 888 - Doc ID Number 5324	
Requested Party	Date: 05/17/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor, Gordon Burr, and Erin Burr concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5324 is a transcript of a recorded conversation between the Taylor and Gordon Burr and Erin Burr dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. On this date, Erin Burr was not an employee of the company. At the time of this conversation, May 17, 2016, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. There is no attorney work product involved and there was no attorney client privilege at the time of the recording. There were no "expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." Taylor is no longer a client of QEU&S. The information in this recording was obtained prior to Taylor becoming a client of QEU&S and produced after he is no longer a client of

| | QEU&S. The privilege is Taylor's to waive and by producing the document, he has done so.

At no time did Gordon Burr or Erin Burr make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege.

Based on the markings, this document was produced by B-Mex and B-Mex II in the AAA Arbitration between B-Mex and B-Mex II as claimants and Dave Ponto and Claimant Taylor as respondents.

<u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order.

Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex and B-Mex II, by producing the document in a non-confidential forum (the AAA arbitration), have waived their claim to privilege.

The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) <u>was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide |

	documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 889 - Doc ID Number 5349	
Requested Party	Date: 06/16/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor and Daniel Rudden concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5349 is a transcript of a recorded conversation between the Taylor and Dan Rudden dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. At no time did Dan Rudden make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. To the extent the conversations shown in this document refer to this arbitration or tangentially related subjects, those references were mentioned in relation to the primary topics being discussed; those primary topics being the repayment of and documentation of unpaid debt and company governance. Based on the markings, this document was produced by B-Mex and B-Mex II in the AAA Arbitration between B-Mex and B-Mex II as claimants and Dave Ponto and Claimant Taylor as respondents. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the

	documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. <u>Indeed, B-Mex and B-Mex II, by producing the document in a non-confidential forum (the AAA arbitration), have waived their claim to privilege</u>. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added]

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 890 - Doc ID Number 5368	
Requested Party	Date: 06/20/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor and John Conley concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c),

	this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5368 is a transcript of a recorded conversation between the Taylor and John Conley dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. At no time did John Conley make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Based on the markings, this document was produced by B-Mex and B-Mex II in the AAA Arbitration between B-Mex and B-Mex II as claimants and Dave Ponto and Claimant Taylor as respondents. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex and B-Mex II, by producing the document in a non-confidential forum (the AAA arbitration), have waived their claim to privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.<u>The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II</u> against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every

	incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 891 - Doc ID Number 5387	
Requested Party	Date: 08/09/2016
	Author(s)/Sender(s):
	Recipient(s):

	Transcript of recording of conversation between Randall Taylor, Daniel Rudden, and John Conley concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5387 is a transcript of a recorded conversation between the Taylor and Daniel Rudden and John Conley dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. At no time did Daniel Rudden and John Conley make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Based on the markings, this document was produced by B-Mex and B-Mex II in the AAA Arbitration between B-Mex and B-Mex II as claimants and Dave Ponto and Claimant Taylor as respondents. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure

	of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex and B-Mex II, by producing the document in a non-confidential forum (the AAA arbitration), have waived their claim to privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal.

	The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 892 - Doc ID Number 5398	
Requested Party	Date: 08/22/2016
	Author(s)/Sender(s):
	Recipient(s):
	Transcript of recording of conversation between Randall Taylor and Daniel Rudden concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.

	Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim: Document 5398 is a transcript of a recorded conversation between the Taylor and Dan Rudden dealing with, among other things, an outstanding loan and company governance. As to those topics there should be no privilege. At no time did Dan Rudden make any indication or claim that any of the information shared was to be considered confidential. Taylor produced this document. Any privilege in this situation should be Taylor's to waive and by his production of the document, he has waived the privilege. Based on the markings, this document was produced by B-Mex and B-Mex II in the AAA Arbitration between B-Mex and B-Mex II as claimants and Dave Ponto and Claimant Taylor as respondents. <u>The AAA arbitration itself was not confidential and is now finalized and closed</u>. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex and B-Mex II, by producing the document in a non-confidential forum (the AAA arbitration), have waived their claim to privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then

	claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;" [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 893 - Doc ID Number 5404	
Requested Party	Date: 09/01/2016
	Author(s)/Sender(s):
	Recipient(s):

	Transcript of recording of conversation between Randall Taylor, Daniel Rudden, John Conley, and Alfredo Moreno concerning NAFTA litigation strategy and details of engagement of Quinn Emanuel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* Document 5404 is a transcript of a recorded conversation between Claimant Taylor discussing with B-Mex and B-Mex II Board Members Rudden and Conley. The recording shows Claimant Taylor discussing with B-Mex and B-Mex II Board Members Rudden and Conley how to obtain documentation of an outstanding loan to BMEX II and the repayment of that loan. The transcript also shows discussions of company governance issues and some regarding the effect of those issues on the NAFTA arbitration. Neither Rudden nor Conley are attorneys. At no time did Rudden or Conley or Moreno give any indication or claim that any of the information they shared was to be considered confidential or privileged. Neither Conley nor Rudden or Moreno made mention of any need for confidentiality or any expectation of confidentiality. The AAA arbitration itself was not confidential and is now finalized and closed. This document was not ruled confidential in the Arbitration. An investigation of the orders regarding confidentiality in the AAA arbitration do not reveal to Claimant Taylor any protective order regarding the documents submitted in the referenced arbitration that survives the closure of that arbitration, with the exception of one document produced in that

	arbitration. This is not that one document that is subject to a continuing protective order. Had B-Mex or B-Mex II wanted to keep the document confidential they could have obtained an order from the Arbitrator in the AAA arbitration. Indeed, B-Mex and B-Mex II, by producing the document in a non-confidential forum (the AAA arbitration), have waived their claim to privilege. The formal claims subject to this B-Mex et al v. the United Mexican States arbitration were initially filed via a Request for Arbitration in June, 2016.The initial AAA Arbitration Demand (referenced by QEU&S above) was initiated by B-Mex and B-Mex II against Claimant Taylor and fellow B-Mex II member, David Ponto. The B-Mex and B-Mex II AAA Arbitration Demand against Ponto and Taylor was filed in May of 2019, almost three years after the Request for Arbitration was filed in this arbitration. To allow a participant to file a claim against other parties almost three years after filing the subject 2016 Request for Arbitration and then claim as confidential all documents produced in the 2019 Arbitration would allow for discovery gamesmanship of the highest order. To follow this to its logical conclusion, B-Mex and B-Mex II would have every incentive to produce every damaging document in their possession related to this arbitration and to seek to have Taylor and Ponto produce every damaging document in their possession related to this arbitration, and then claim all of those produced documents confidential; allowing them to hide documents and benefit from initiating litigation well after the proceedings in this arbitration were far along. To the extent that the QEU&S claimants rely on their expectations of confidentiality, it should be noted that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege: In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account: [...] (c) the expectations of the Parties and their advisors **at the time the legal impediment or privilege is said to have arisen**;” [Emphasis added] To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. This document should be produced.

Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 5 (Confidentiality of AAA Arbitration documents has not been established) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 894 - Doc ID Number 5486	
Requested Party	Date: 04/18/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Cal Pierce, Neil Ayervais
	Email chain involving B-Mex corporate counsel and member reflecting solicitation of legal advice and NAFTA litigation strategy.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice solicited from B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). This email reflects NAFTA litigation strategy. The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)

Tribunal	Objection upheld.

Document log number 895 - Doc ID Number 5497	
Requested Party	Date: 02/23/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Daniel Rudden, Tery Larrew
	Email chain between B-Mex corporate counsel and members regarding letters to LLCs.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document an email and is in response to Taylor's February 16, letter regarding a debt obligation of the company, a routine business correspondence and not privileged. The document is a business record. There was no claim of privilege or request for confidentiality in the email by Ayervais or Taylor. Taylor made no request for legal advice. Taylor was not a client of Ayervais. At the time of this communication, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document)

	• No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 896 - Doc ID Number 5526	
Requested Party	Date: 12/29/2015
	Author(s)/Sender(s): Robert Brock
	Recipient(s): Gordon Burr, Daniel Rudden, John Conley, Neil Ayervais
	Email to B-Mex management reflecting the confidential terms of the Engagement Agreement between Claimants and their NAFTA counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is letter from Brock to management seeking accounting information and other matters regarding company governance. The document is not privileged but rather is routine company correspondence. There was no claim of privilege or request for confidentiality anywhere in the letter. The letter was produced by Taylor with no claims of privilege. The letter was provided Taylor by Brock with no claims of privilege. There is no mention of terms contained in the Quinn Emanuel Engagement letter. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal.

	Brock was not seeking legal advice from Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice must be produced. The document was also sent to members of B-Mex II who are not on the Board of Managers. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 897 - Doc ID Number 5534	
Requested Party	Date: 05/18/2020
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Read receipt of email and letter from Mr. Taylor to Claimants' NAFTA Counsel seeking legal advice in regards to the NAFTA Arbitration and reflecting, inter alia, details of Claimants' Engagement Agreement with NAFTA Counsel
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication and letter was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants expected that any discussions between Claimants and NAFTA counsel would be confidential

	and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. In addition, the QEU&S Claimants expected that the Engagement Agreement and any terms related to the same, would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* By May 18, 2020, Claimant Taylor was no longer a client of QEU&S (since May 15, 2020), therefore there can be no expectation of confidentiality or privilege by QEU&S or David Orta. The document is incomplete as it fails to include the attachment letter. The missing letter attachment should be added to complete the document. The missing letter is: 2020-05-15 Rtaylor notice to QE re NAFTA failure to maintain common positions.pdf The email and letter from Taylor contains no disclaimer regarding confidentiality nor any claim for privilege. Taylor made no request of legal advice. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 898 - Doc ID Number 5561	
Requested Party	Date: 06/22/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Daniel Rudden, John Conley

	Email from B-Mex corporate counsel to B-Mex members regarding potential agreement among members and managers.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email by Ayervais. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows communications regarding settlement of the Taylor debt claim. The communications were not confidential as no party had sought to make the communications confidential. Taylor was not seeking legal advice. No legal advice was provided. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)

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Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 899 - Doc ID Number 5648	
Requested Party	Date: 07/13/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Gordon Burr, Daniel Rudden, John Conley
	Email chain between B-Mex corporate counsel and B-Mex members regarding B-Mex information.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email by Ayervais or Taylor. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows communications regarding settlement of a debt claim. The communications were not confidential as no party had sought to make the communications confidential. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) •
Tribunal	Objection upheld.

Document log number 900 - Doc ID Number 5651	
Requested Party	Date: 07/13/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Gordon Burr, Daniel Rudden, John Conley
	Email chain between B-Mex corporate counsel and B-Mex members regarding B-Mex information.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* There was no claim of privilege or request for confidentiality in the email by Ayervais or Taylor. There is no mention of this NAFTA arbitration, QEU&S or the QEU&S Engagement Letter or terms thereof in the document. The document shows communications regarding settlement of a debt claim. The communications were not confidential as no party had sought to make the communications confidential. Taylor was not seeking legal advice. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) •
Tribunal	Objection upheld.

Document log number 901 - Doc ID Number 5679	
Requested Party	Date: 03/21/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Erin Burr
	Email chain between B-Mex corporate counsel and Randall Taylor regarding the operating agreement.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document in question is an extended email chain between dealing with access to company records and is not privileged but rather is routine company correspondence and a business record. There was no claim of privilege or request for confidentiality anywhere in the correspondence by Ayervais or Taylor. There is no mention of terms contained in the Quinn Emanuel Engagement letter. Claimant Taylor was not seeking legal advice from Ayervais.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice would be subject to attorney-client privilege. Correspondence where he is not providing legal advice must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow other pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 902 - Doc ID Number 5719	
Requested Party	Date: 06/20/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais, Phil Parrot
	Email reflecting, inter alia, legal advice from B-Mex corporate counsel relating to B-Mex corporate matters.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

	Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 903 - Doc ID Number 5829	
Requested Party	Date: 06/20/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor, Philip Parrot, Gordon Burr, Erin Burr
	Email exchange discussing filing of complaint and reflecting legal advice from B-Mex outside counsel.
	QEU&S Claimants' basis for privilege or confidentiality claim: The document is protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot waive privilege on behalf of B-Mex. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure. *Taylor waives all objections to privilege claims by QEU&S Claimants as to this particular document but reserves the right to raise objections as to identical or similar claims of privilege on other documents.*
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)

	• No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Objection upheld.

Document log number 904 - Doc ID Number 5844	
Requested Party	Date: 02/23/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Email chain between B-Mex corporate counsel and members regarding letters to LLCs.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document an email and is in response to Taylor's February 16, letter regarding a debt obligation of the company, a routine business correspondence and not privileged. The document is a business record. There was no claim of privilege or request for confidentiality in the email by Ayervais or Taylor. Taylor made no request for legal advice. Taylor was not a client of Ayervais. At the time of this communication, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges:

	• No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 905 - Doc ID Number 5847	
Requested Party	Date: 02/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email chain between B-Mex corporate counsel and members regarding letters to LLCs.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document, an email chain, is in response to Taylor's February 16, letter regarding a debt obligation of the company, a routine business correspondence and not privileged. The document is a business record. There was no claim of privilege or request for confidentiality in the email by Ayervais or Taylor. Taylor made no request for legal advice. Taylor was not a client of Ayervais. At the time of this communication, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced.

	To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 906 - Doc ID Number 5850	
Requested Party	Date: 02/23/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Email chain between B-Mex corporate counsel and members regarding letters to LLCs.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document, an email chain, is in response to Taylor's February 16, letter regarding a debt obligation of the company, a routine business correspondence and not privileged. The document is a business record. There was no claim of privilege or request for confidentiality in the email by Ayervais or Taylor. Taylor made no request for legal advice. Taylor was not a client of Ayervais. At the time of this communication, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016.

	The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 907 - Doc ID Number 5852	
Requested Party	Date: 02/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email chain between B-Mex corporate counsel and members regarding letters to LLCs.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document, an email chain, is in response to Taylor's February 16, letter regarding a debt obligation of the company, a routine business correspondence and not privileged. The document is a business record.

	There was no claim of privilege or request for confidentiality in the email by Ayervais or Taylor. Taylor made no request for legal advice. Taylor was not a client of Ayervais. At the time of this communication, Taylor was not a client of QEU&S as he did not sign an engagement agreement with QEU&S until May 23, 2016. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 908 - Doc ID Number 5854	
Requested Party	Date: 02/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email chain between B-Mex corporate counsel and members regarding letters to LLCs.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice rendered by B-Mex corporate counsel.

	Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a). *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The document an email chain, is in response to Taylor's February 16, 2016 letter regarding a debt obligation of the company, a routine business correspondence and not privileged. The document is a business record. There was no claim of privilege or request for confidentiality in the email by Ayervais or Taylor. Taylor made no request for legal advice. Taylor was not a client of Ayervais. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 909 - Doc ID Number 5880	
Requested Party	Date: 06/23/2016
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Neil Ayervais, Gordon Burr, Daniel Rudden, John Conley, Erin Burr
	Email from Randy Taylor to B-Mex corporate counsel and B-Mex members regarding potential agreement among members and managers.
	QEU&S Claimants' basis for privilege or confidentiality claim: This communication reflects legal advice solicited from B-Mex corporate counsel. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(a).
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection upheld.

Document log number 910 - Doc ID Number 5928	
Requested Party	Date: 07/13/2018
	Author(s)/Sender(s): Bob Brock
	Recipient(s): Randall Taylor
	Email from Bob Brock to Mr. Taylor forwarding communication from Linda Brock to B-Mex's outside corporate counsel reflecting, inter alia, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of relaying legal advice by B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records and was forwarded to Taylor with no claim of privilege or request for confidentiality. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed

	There was no claim of privilege or request for confidentiality in the email chain, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 911 - Doc ID Number 5938	
Requested Party	Date: 07/13/2018
	Author(s)/Sender(s): Bob Brock
	Recipient(s): Randall Taylor
	Email from Bob Brock to Mr. Taylor forwarding communication from Linda Brock to B-Mex's outside corporate counsel reflecting, inter alia, legal advice regarding matters related to the B-Mex companies.
	QEU&S Claimants' basis for privilege or confidentiality claim: The email communication was made for purposes of relaying legal advice by B-Mex's

	corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The email chain is standard business communications regarding company governance and access to company records and was forwarded to Taylor with no claim of privilege or request for confidentiality. These types of communication are not privileged communications but rather are company records. This arbitration or the terms of the QEU&S Engagement Letter are not mentioned or discussed There was no claim of privilege or request for confidentiality in the email chain, by any of the parties. The mere fact that Mr. Ayervais is a lawyer does not mean that all communications with him are automatically subject to attorney-client privilege. This is particularly important in this case because Mr. Ayervais is also a claimant party. It cannot be presumed that any correspondence that identifies him as an author or recipient is automatically subject to privilege. Only correspondence in which he is providing legal advice to a client would be subject to attorney-client privilege. Correspondence where he is not providing legal advice to a client must be produced. A Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required. To the extent there are any statements deemed privileged in the document, redaction of those comments will allow pertinent other information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 2 (Insufficiently supported claim of confidentiality or privilege)

	• No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 6 (Confidential/privileged information can be identified and redacted)
Tribunal	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

Document log number 912 - Doc ID Number 6038	
Requested Party	Date: 01/10/2014
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email reflecting confidential settlement discussions.
	QEU&S Claimants' basis for privilege or confidentiality claim: B-Mex members expected that that any settlement discussions relating to B-Mex company matters would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.3(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 2 (Insufficiently supported claim of confidentiality or privilege) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 11 (Documents and communications related to the settlement of business disputes in the U.S. are not confidential)
Tribunal	Objection dismissed. Document to be produced in full.

Document log number 913 - Doc ID Number 6192	
Requested Party	Date: 08/16/2019
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	[Note this document is duplicative of Document ID Number(s) **6424**] Email and letter from Randall Taylor to NAFTA Counsel seeking legal advice relating to NAFTA Arbitration and reflecting details of Claimants' Engagement Agreement with NAFTA Counsel.

	QEU&S Claimants' basis for privilege or confidentiality claim: The letters were made for purposes of securing legal advice from NAFTA Counsel in matters related to the NAFTA Arbitration. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of the other Claimants. The parties to the communication also expected that their discussion with NAFTA Counsel would remain confidential, privileged, and protected from disclosure. The QEU&S Claimants also expected that the Engagement Agreement and any terms related to the same would be confidential. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 4 (Claimants' expectations do not constitute stand-alone grounds for privilege and/or confidentiality) • No. 10 (Mr. Taylor has waived attorney-client privilege over communications between himself and NAFTA Counsel)
Tribunal	Objection upheld.

Document log number 914 - Doc ID Number 6585	
Requested Party	Date: 03/07/2016
	Author(s)/Sender(s): Stephen Kapnik
	Recipient(s): Neil Ayervais, Board of Managers of B-Mex, LLC, B-Mex II, LLC and Palmas South
	[Note this document is duplicative of Document ID Number(s) **6620**] Letter and attachments from Mr. Kapnik to outside B-Mex corporate counsel and Board of Managers of B-Mex companies reflecting, inter alia, mental impressions and legal advice provided by outside Mexican counsel to the Mexican Enterprises, as well as legal advice from outside B-Mex corporate counsel and legal advice and strategy from NAFTA Counsel, and details of Engagement Agreement between NAFTA Counsel and Claimants
	QEU&S Claimants' basis for privilege or confidentiality claim: The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said to have arisen." The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. The B-Mex members and members of the Mexican Enterprises expected that any discussions between themselves and outside Mexican counsel to the Mexican Enterprises would be confidential and privileged. The QEU&S Claimants

	expected that their discussions with outside corporate counsel to B-Mex and NAFTA Counsel would be confidential, privileged and protected from disclosure. The document is also protected from disclosure as it reflects mental impressions and legal advice from B-Mex outside corporate counsel. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the B-Mex members and members of the Mexican Enterprises, as well as to the QEU&S Claimants. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. *Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The subject document, a Demand Letter asking for action in compliance with the company's fiduciary duties, was from Stephen Kapnik representing several parties, including Claimant Taylor. He was not representing the parties as Members rather in their individual capacity. There was no request for confidentiality nor claims of privilege in the letter. The was no request for legal advice. There is no basis for B-Mex to claim privilege to a demand letter sent from third parties. A full and complete copy of the executed Letter is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants, and is currently available to the public without limitation. The Letter is contained in Exhibit 1 to Plaintiffs Motion to Compel Compliance filed August 30, 2020, Case Number 2020CV31612. To the extent there are any statements deemed privileged in the document, redaction of those comments would allow pertinent information before the Tribunal. The Document should be produced.
Requesting Party	Respondent challenges this log entry under the following general challenges: • No. 1 (Claimants offer conflicting descriptions of the document) • No. 3 (Inclusion of corporate counsel in communications does not establish attorney-client privilege) • No. 6 (Confidential/privileged information can be identified and redacted) • No. 7 (Claimants have waived privilege and/or confidentiality of the requested documents) • No. 8 (Documents are in the public domain)
Tribunal	Objection dismissed. Document to be produced in full.