(a) No.	(b) Documents or category of documents requested (requesting Disputing Party)	(c) Relevance and materiality, incl. references to submission (requesting Disputing Party)		(d) Reasoned objections to document production request (objecting Disputing Party)	(e) Response to objections to document production request (requesting Disputing Party)	(f) Decision (Tribunal)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
1.	Schedule 1,1 of Exhibit C-049, the Seismic Data Purchase Agreement between Geophysical Speculative Investment Corp. and Halliburton Energy Service ("Halliburton"), and all other related documents from the purchase and sale of seismic materials in 1993 identifying the particulars of the "Assets" purchased from Halliburton, including any "Data", "Equipment", "Assumed Contracts" and "Records" as defined therein.	Exhibit C-049, Section 1(1.1)(a), Exhibit A; Claimants' Memorial, ¶ 29; Canada's Counter-Memorial, ¶¶ 74-79. These documents are relevant and material to the Claimants' allegations concerning their investment in Canada. Specifically, such documents are relevant and material to the Claimants' allegations that the Alberta Court Decisions confiscated copyright in particular seismic materials of GSI under Article 1110 (Expropriation), and that the Alberta Court Decisions "enforced" a prohibited performance requirement on GSI to transfer particular proprietary knowledge to a person in Canada under Article 1106(1)(f) (Performance Requirements). According to Exhibit C-049, Schedule 1,1 lists the seismic data purchased from Halliburton but has		Responsive documents located in the Claimants' records are attached in folder RR1. ***Claimants' Reply*** The documents provided are the documents in the Claimants' possession identifying and evidencing the particulars of the Assets purchased from Halliburton. There are no further documents available.	The Claimants did not provide the requested documents. Folder RR1 does not contain Schedule 1,1 of Exhibit C-049, the Seismic Data Purchase Agreement between Geophysical Speculative Investment Corp. and Halliburton, nor does the folder contain all other related documents from the purchase and sale of seismic materials in 1993 identifying the particulars of the "Assets" purchased from Halliburton. Instead, folder RR1 contains affidavits and exhibits from the Common Issues Trial, such as charts identifying the total number of kilometers covered in seismic surveys purchased from Halliburton. This is insufficient to satisfy	**Ordered** • limited to Schedule 1.1. and other documents as they currently exist. For the avoidance of doubt, Claimant is not required to create any documents, collations of information or summaries.[1]

[1] This condition applies to each of Respondent's requests as stated in PO 2 para.11 and will not be repeated regarding any other requests ruled upon in this schedule.

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		not been produced by the Claimants.			Canada's request, which Canada maintains.	
2.	Documents identifying the seismic materials owned by GSI which were reprocessed by GSI (or by third parties on GSI's behalf) and licenced by GSI to third parties between 1993 and 2017, including reprocessing dates and reprocessing technical information (e.g., run-stream information, description of equipment used).	Claimants' Memorial, ¶ 25, 29; Exhibits C-047, C-125, p. 9, C-126, pp. 304, 306; Davey Einarsson Witness Statement, ¶¶ 23, 41, 51; Uffen Report, ¶¶ 65-69, 80; Hobbs Report, ¶¶ 73-75; Brattle Report, ¶¶ 149, 196; Canada's Counter-Memorial, ¶¶ 81, 232, 296, 299. These documents are relevant and material to the Claimants' alleged breach of Article 1110, including the Claimants' allegation that they suffered a substantial deprivation of their investment, as well as the Claimants' allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. Such documents are also relevant and material to the valuation of GSI's seismic data library. According to Davey Einarsson, GSI spend several years "going through the data [purchased from Halliburton], reprocessing,		This request lacks sufficient detail and does not request a narrow and specific category of documents. As such, the request is vague and overbroad. Producing all documents identifying seismic materials which were reprocessed and licensed to third parties, including all documents regarding reprocessing technical information is not material, proportional or procedurally efficient, and would impose an unreasonable burden on the Claimants. Further, the requested documents have no connection to the Respondent's asserted bases of relevance and materiality regarding a deprivation of investment, business	The Claimants' objections are without merit. Canada's request identifies a precise category of documents on reprocessed seismic materials that GSI licenced to third parties from 1993 to 2017. The request is not vague or overbroad; and the Claimants fail to explain how producing the requested documents would be unreasonably burdensome. The Claimants' proposed solution is inadequate, as it does not include documents on licencing reprocessed data to third parties. These materials are relevant and material to the Claimants' claim on the merits and damages. The fact that GSI was not required to submit such additional reprocessed	**Ordered** • limited to existing information as proposed by Claimants and license agreements (whether or not for reprocessed materials)

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		enhancing it and marketing it to companies" (Exhibit C-126, p. 304). In 1999, GSI also purchased its own seismic data processing centre to process marine seismic data. GSI was not required to submit such additional reprocessed seismic materials to the Boards.		decisions, economic factors, or marketing. In response to this request, the Claimants would be willing to produce information, to the extent that it exists and can be located in the Claimants' records, regarding which seismic works were reprocessed by GSI, and when such reprocessing occurred. ***Claimants' Reply*** The Claimants are willing to produce GSI's price lists for the relevant period, which would cover reprocessed materials (see response to Request 9). GSI never had distinct or unique license agreements for reprocessed materials when compared to non-reprocessed materials. As such, license agreements specific to	seismic materials to the Boards and could licence such materials to third parties to generate income directly relates to (and undermines) the Claimants' claim that the Alberta Court Decisions caused a substantial deprivation of their investment in violation of NAFTA Article 1110. Moreover, the valuation of GSI's seismic data library depends, to a material degree, on GSI's capacity to licence reprocessed data. Canada would be willing to accept the Claimants' proposed production (i.e. which seismic works were reprocessed by GSI, and when such reprocessing occurred) along with the licence agreements for reprocessed materials, including prices for these seismic materials.	

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				reprocessed material cannot be produced. The Claimants do not have records identifying specific instances when reprocessed data was licensed to third parties between 1993 and 2017. GSI frequently licensed bundles of data, some of which was reprocessed and some of which was not. In order to create the documents requested by the Respondent, the Claimants would have to review and summarize every data sale GSI made between 1993 and 2017 to identify the extent to which such a sale may have included reprocessed data. The Respondent's request imposes an unreasonable burden on the Claimant as they would be required to review many transactions over a lengthy period of time and might still not be able to		

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				glean the information requested since the information requested does not exist in a document at this time. Further, the requested information is not material to the substantial deprivation issue or to GSI's damages. The Respondent does not assert that GSI could maintain its business based solely on marketing reprocessed data and that would fail to account for the issue of Secondary Submissions of GSI's licensees submitting reprocessed data to the Respondent that is then subsequently disclosed. Rather, the Respondent asserts that GSI's failure to invest in new data was a primary cause of its failure (Counter-Memorial, paras 457-459). Indeed, the Respondent relies on a domestic court finding that		

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				"given" the Alberta Decisions, GSI's data has "little value," notwithstanding that it could still be reprocessed (Counter-Memorial, footnote 758). Once the Respondent disclosed seismic data to a potential customer of GSI, there was no further licensing by that customer regardless of whether it was original or reprocessed.		
3.	Documents discussing the Claimants' decisions to proceed with each of its seismic surveys undertaken in Canada between 1997 and 2008, including but not limited to, financial models, historical and future sales forecasts, market analyses, any pre-funding revenue	Claimants' Memorial, ¶ 29; Sharp Report, ¶¶ 29, 78-80; Uffen Report, ¶¶ 79-83; Hobbs Report, ¶¶ 66-69, 91, 98; Brattle Report, ¶¶ 27, 95-96, 104-105, 143-144; Canada's Counter-Memorial, ¶¶ 453-460. These documents are relevant and material to the Claimants' allegations concerning their investment in Canada and their allegations that the Alberta Court Decisions confiscated copyright in particular seismic materials of GSI under Article 1110, and that the		The Claimants do not concede the relevance and materiality of this request. The request is also vague and overbroad. However, no responsive documents were located after a search of the Claimants' records. The Claimants' information is that no such documents were created in relation to the Claimants' decisions to proceed with seismic surveys. To the	The Claimants provide no reasons for their position that Canada's request is vague and overbroad. The request is specific; and Canada explains its relevance in column (c). It is surprising that the Claimants purport to have no responsive documents for this request given the centrality of financial models, historical and future sales forecasts, market	**Denied** on the basis of Claimants' assertion that a rigorous search revealed no responsive documents

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	commitments and any consideration of regulatory confidentiality periods within the relevant jurisdiction on anticipated revenues.	Alberta Court Decisions "enforced" a prohibited performance requirement on GSI to transfer particular proprietary knowledge to a person in Canada under Article 1106(1)(f). These documents are also relevant and material to the Claimants' allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The requested documents relate to the Claimants' assumptions concerning GSI's historical operating results and financial position and the valuation of GSI's seismic data library.		extent that any documents related to these matters were ever created, they appear have been lost or destroyed. ***Claimants' Reply*** The Respondent's bare assertion regarding the "centrality" of certain records to "a seismic data business" is unfounded, and incorrect. These documents were not central to GSI's business. The Claimants' information and recollection is that such decisions were made using years of experience, knowledge and awareness of the geology in the area and the potential licensees, without being documented with most discussions occurring verbally between the Einarssons. The Claimants' statement that "to the extent that any documents related to these	analyses, pre-funding revenue commitments and regulatory confidentiality periods to a seismic data business. Furthermore, the Claimants' suggestion that from 1997 to 2008, "no such documents were created in relation to the Claimants' decisions to proceed with seismic surveys" is inconsistent with their remark that such documents may have been created, but "appear [to] have been lost or destroyed." Canada requests that the Claimants explain this apparent contradiction and conduct a rigorous search for the requested materials.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				matters were ever created, they appear to have been lost or destroyed" arises from the extreme overbreadth of the request for all documents "discussing" certain decisions "including but not limited to" certain specified types of documents. The Claimants have searched for the specified types of documents, and any other potentially responsive documents, and have not found any. However, given the overly broad request, it is effectively impossible to confirm that no documents of any type that may have vaguely mentioned the referenced decisions were ever created. A rigorous search was conducted and no responsive records have been located in the Claimants' records, such that it appears that any documents that could have existed, which is generally denied, and which		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
				could respond to the vague and overbroad request appear to have been lost or destroyed if they even ever existed. The lack of responsive documents is also consistent with GSI's general record-keeping practice of destroying insignificant routine records after 7 years.		
4.	Documents between 2008 and 2013 discussing the Claimants' decisions with respect to the following: (a) consideration of new investment in seismic surveys or reprocessing of existing GSI seismic data; (b) future sales forecasts of existing GSI seismic data;	Claimants' Memorial, ¶ 483; Exhibits C-047, R-299; Uffen Report, ¶¶ 79-83; Hobbs Report, ¶¶ 66-69, 91, 98; Brattle Report, ¶¶ 27, 95-96, 104-105, 143-144; Canada's Counter-Memorial, ¶¶ 116- 117, 320, 453-460. These documents are relevant and material to the Claimants' allegations that the Alberta Court Decisions caused the alleged damages ("GSI was forced to limit its creation of new data, limit new investment, liquidate assets, lay off its remaining staff and, ultimately halt its operations entirely."), instead of unrelated business		The Claimants do not concede the relevance and materiality of this request. However, no responsive documents to this request were located after a search of the Claimants' records. The Claimants' practice and the nature of their business was that these categories of documents were not created in relation to these decisions. To the extent that documents were created for the purpose of obtaining or providing legal advice regarding these	It is surprising that the Claimants purport to have no responsive documents for this request given the centrality of such documents to a seismic data business. The Claimants' statement that from 2008 to 2013, "[t]he Claimants' practice and the nature of their business was that these categories of documents were not created in relation to these decisions" is inconsistent with the Claimants' remark that such	**Denied** on the basis of Claimants' assertion that no responsive documents were located and that documents of this nature are unlikely to have been created in GSI

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	(c) sale or liquidation of assets; and (d) dismissal or lay off of GSI staff.	decisions or economic factors. The requested documents also relate the Claimants' assumptions concerning GSI's historical operating results and financial position and the valuation of GSI, including its seismic data library.		decisions (for certainty, no such documents have been located in the Claimants' records), such documents are not producible on the basis of privilege as set out in Article 9.2(b) and 9.4(a) of the IBA Rules. ***Claimants' Reply*** The Respondent's bare assertion regarding the "centrality" of the requested records to "a seismic data business" is unfounded, and incorrect. These documents were not central to GSI's business. The Claimants information and recollection is that such decisions were made without being documented as this was a family run business with most discussions occurring verbally between the Einarssons.	documents actually may have been created. Canada requests that the Claimants explain the apparent contradiction and conduct a rigorous search for the requested materials. Documents relating to consideration of new investment in seismic surveys or reprocessing existing GSI seismic data, future sales forecasts of existing GSI seismic data, sale or liquidation of assets, and dismissal of GSI staff are all highly relevant to GSI's business and the Claimants' claims on the merits and damages. Moreover, the Claimants cannot apply a blanket claim of legal privilege under Articles 9.2(b) and 9.4(a) of the IBA Rules to the requested documents, which are not on their face subject	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				The Claimants' statement that "to the extent that any documents related to these matters were ever created, they appear to have been lost or destroyed" arises from the extreme overbreadth of the request for all documents "discussing" certain decisions "including but not limited to" certain specified types of documents. The Claimants have searched for the specified types of documents, and any other potentially responsive documents, and have not found any. However, given the overly broad request, it is effectively impossible to confirm that no documents of any type that may have vaguely mentioned the referenced decisions were ever created. A rigorous search was conducted and no responsive records have been	to solicitor-client privilege – such as consideration of new investments and future sales forecasts.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				located in the Claimants' records, such that it appears that any documents that could have existed, which is generally denied, and which could responded to the vague and overbroad request appear to have been lost or destroyed. The lack of responsive documents is also consistent with GSI's general record-keeping practice of destroying insignificant routine records after 7 years. The Claimants do not apply a blanket claim of legal privilege, as there are no responsive documents to claim privilege over. However, as implicitly recognized by the Respondent in its response to objections, certain of the referenced matters relate to legal issues on their face, and the Claimants simply point out that any legal advice		

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				related to such issues would be subject to privilege.		
5.	Documents evidencing alleged "Secondary Submissions" of GSI's seismic materials, including but not limited to: (a) applicable licence agreements and price lists between GSI and third parties relating to alleged "Secondary Submissions"; (b) correspondence between the Claimants and third-party licensees relating to alleged "Secondary Submissions";	Claimants' Memorial, ¶¶ 70-71, 110; Paul Einarsson Witness Statement, ¶¶ 126-127, 156; Canada's Counter-Memorial, ¶ 302. These documents are relevant and material to the Claimants' allegation that as a result of the Alberta Court Decisions, "Seismic Works that GSI licenced to licencees, which were more valuable that the Seismic Works included in the Submissions, were also in the general public domain and could no longer be licenced." (Claimants' Memorial, ¶ 110.) The documents also relate to the Claimants' statement that, "GSI never authorized or consented to its licensees submitting the Secondary Submissions, as it was contrary to GSI's licensing terms." (Claimants' Memorial, ¶ 71.)		This request does not comply with paragraph 14.2 of the Procedural Order, as documents evidencing the existence of Secondary Submissions and whether same are in the general public domain, are within the possession, custody or control of the Respondent, and are the subject of a request for documents by the Claimants to the Respondent in these proceedings. This request is also overbroad in relation to the Respondent's asserted bases for relevance and materiality. There is no connection between licence agreements, price lists, or related third party correspondence and whether Secondary Submissions are in the	The Claimants' objections to Canada's request are misguided in several respects. The requested materials are not in Canada's possession, custody or control; materials relating to alleged "Secondary Submissions" between the Claimants and third-party licensees on applicable licence agreements and price lists, correspondence, court filings and settlement agreements are all in the Claimants' possession, custody or control. The Claimants' contention that the request is overbroad is incorrect. The Claimants' suggestion that "there is no connection between licence agreements […] [and] whether submission of	**Ordered** • **to the extent not produced under** 2. above • subject to para 12 of PO 2

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	(c) filings, including pleadings, affidavits and supporting exhibits, in any court or arbitral proceeding where the alleged "Secondary Submissions" formed a basis of the Claimants' claim for damages; and (d) any settlement agreement between the Claimants and third-party licensees relating to alleged "Secondary Submissions".			general public domain, or whether submission of Secondary Submissions is contrary to GSI's licensing terms. Regarding request 5(a), a licence agreement, by definition, does not convey title to the licenced property, and therefore by operation of law could not entitle a licensee to re-convey the licensed property through Secondary Submissions. Information regarding whether the submitters of Secondary Submissions represented to the Respondent that they had legal authority to submit Secondary Submissions, including forms or practices by which submitters' requisite legal authority was confirmed by the Respondent prior to accepting Secondary Submissions, is within the	Secondary Submissions is contrary to GSI's licensing terms" is contradicted by the Claimants' own argument that submitting the alleged "Secondary Submissions" "was contrary to GSI's licensing terms." (Claimants' Memorial, ¶ 71.) The Claimants must produce these licence agreements to support this statement, pursuant to request 5(a). Whether oil and gas companies held a right to submit to the Boards certain materials relating to GSI's seismic surveys depended, in part, on the licensing agreement between GSI and each oil and gas company. The licence agreements between private parties could have prohibited such submissions.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				Respondent's possession, custody or control. The Respondent should know whether the submitters of Secondary Submissions had ownership, title or authority to provide the Secondary Submissions and whether the copies in the Respondent's possession are unauthorized copies of GSI's Seismic Works, since possession of unauthorized copyright material is a matter to be addressed by those in possession of same. Regarding request 5(c) and 5(d), there is no connection between the existence or settlement of litigation in which Secondary Submissions are an issue, and whether Secondary Submissions are in the general public domain, or whether submission of Secondary Submissions is	The Claimants have not responded to request 5(b), which Canada maintains. On request 5(c), the existence of litigation regarding the alleged "Secondary Submissions" relates to the Claimants' attribution of the alleged expropriation to the Regulatory Regime rather than the Alberta Court Decisions. It also relates to the potential that the Claimants have failed to fulfill the waiver requirement in NAFTA Article 1121. The same points on relevance apply for request 5(d). The request for settlement agreements is relevant to ensuring that the Claimants are not seeking double recovery in violation of Article 1121, and that any such settlements have been	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				contrary to GSI's licensing terms. Further, regarding request 5(c), GSI is not aware of any arbitral proceedings where Secondary Submissions are in issue, and any court filings are public documents which are available to the Respondent. Further, regarding request 5(d), the requested documents may not exist. In any event, if they do exist, they would be subject to confidentiality as settlements generally contain confidentiality restrictions due to the potential to reveal confidential commercial information of third parties, thereby unreasonably prejudicing those parties. ***Claimants' Reply*** The request is for documents "evidencing alleged	taken into account in the Claimants' damages claim. Moreover, the Claimants appear to make inconsistent arguments where they state that the settlement agreements in request 5(d) "may not exist", yet also may exist under confidentiality restrictions. Canada requests that the Claimants explain the apparent contradiction and conduct a rigorous search for the requested materials. The Claimants may apply confidentiality designations where appropriate under the Confidentiality Order.	

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				Secondary Submissions of GSI's seismic materials, including but not limited to" a number of specified categories of documents. All documents evidencing the existence, identity and extent of Secondary Submissions are in the possession, custody or control of the Respondent, as by definition, it is the exclusive recipient of all Secondary Submissions. The Respondent has heretofore refused to produce most if not all records evidencing the existence, identity or extent of the Secondary Submissions, although now that the Respondent admits that such information is relevant and material, it ought to produce same. Only upon the Respondent producing its records evidencing the existence, identity and extent		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				of Secondary Submissions and subsequent disclosure of same could the Claimants identify any related license agreements or correspondence. Regarding the Claimants' statement that "GSI never authorized or consented to its licensees submitting the Secondary Submissions, as it was contrary to GSI's licensing terms," the Claimants have already provided evidence as to its general practice regarding licensing and confidentiality terms agreed to with third parties with whom it shared its data (Paul Einarsson Witness Statement, paras 99-102). Based on this evidence, it is apparent that Secondary Submissions were generally contrary to GSI's licencing practices and terms. Until Respondent provides the		

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				detailed information it has regarding the identity of the third parties who submitted and/or accessed Secondary Submissions, it is not possible for the Claimants to specifically identify the license agreements relevant to whether submission or access to Secondary Submissions breaches GSI's licensing terms. The existence of any litigation regarding Secondary Submissions, or settlement of same, to the extent that such events have occurred, have no relevance to whether the Alberta Decisions effected an expropriation of the Claimants intellectual property, or the resulting quantum of compensation due pursuant to Chapter 11 of NAFTA. The fact that Secondary Submissions		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				occurred is the relevant fact for this Arbitration and may impact compensation. The Secondary Submissions issue is relevant to refuting the Respondent's assertions that GSI's business was not destroyed by the Alberta Decisions because GSI could have sustained its business by marketing reprocessed data that it was not obligated to submit to the Boards. The Respondent's practice of accepting Secondary Submissions of reprocessed data, and subsequently disclosing and facilitating copying of such submissions by third parties, undermines the Respondent's arguments that a business based solely on reprocessing was viable notwithstanding the Alberta Decisions. The Respondent's arguments regarding Article 1121		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				waiver and potential double recovery are premised on a mischaracterization or misunderstanding of the Claimants' damages claim. Regarding waiver, court filings are public documents available to the Respondent. The Claimants' position is that they have complied with their waiver obligations pursuant to Article 1121 of NAFTA, and as such, there are no documents to produce in response to the waiver issue. To the extent that the Respondent asserts that certain of GSI's court actions ought to have been waived pursuant to Article 1121 of NAFTA, it is free to adduce the publicly available evidence of same. Regarding damages, there is no possible risk of double recovery related to existing litigation arising from past		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				breaches or unpaid invoices under existing licensing agreements. The calculation of GSI's equity value but for the Alberta Decisions is a forward-looking valuation based on normalized historical revenues that does not seek to recover debts from historical invoices. The normalization adjustments made in the valuation adjust revenues to what they would have been had the invoices been paid. If any such invoices had already been paid, they would have been accounted for as revenue in GSI's historical income statements and thus would not require normalization. To the extent that any such payments were recovered as damages in the past Alberta Decisions, these are distinct amounts from what is being		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				sought in the equity valuation. With respect to the statement that responsive records to request 5(d) "may not exist," the Claimants do not have sufficient knowledge of who submitted Secondary Submissions or who obtained and copied such submissions from the Respondent as the Respondent has refused to provide its information regarding Secondary Submissions in a fulsome manner. For instance, the Respondent has not advised that it has disclosed all Secondary Submissions, has refused to produce the underlying seismic data submitted in Secondary Submissions and has refused to provide compensation details for the parties making Secondary Submissions. The Respondent is in possession		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
				of those records. Only once the Respondent provides this information could the Claimants confirm the extent to which any past litigation or settlement agreements may touch on or relate to such Secondary Submission, although the Claimants' position remains that such information is not material to this Arbitration.		
6.	Documents related to the "Released GSI Data" in Exhibit C-111, including but not limited to: (a) applicable licence agreements and price lists between GSI and third parties relating to the alleged "Released GSI Data" in Exhibit C-111;	Claimants' Memorial, ¶¶ 110, 388, 413, 437, 483-487; Paul Einarsson Witness Statement, ¶¶ 140, 167, 170, 173(d); Sharp Report, ¶¶ 82-91; Exhibit C-111; Brattle Report, ¶¶ 57, 65, 69, 71; Canada's Counter-Memorial, ¶¶ 178, 437, 454. These documents are relevant and material to the Claimants' alleged damages, including that "[a]s a result of the Alberta Decisions, GSI's former customers and prospective customers stopped licencing the Seismic Works from		This request is overbroad in relation to the Respondent's asserted bases for relevance and materiality. The requested documents have no connection and are not material to whether "GSI's former customers and prospective customers stopped licencing the Seismic Works from GSI because they could obtain the Seismic Works for free from the Boards".	The Claimants' objection to Canada's request is meritless, and the Claimants' proposal to produce only the requested price lists is inadequate. The requested documents directly relate to the Claimants' allegations on damages and waiver. The Claimants state in their own objection (column (d)) that "[t]he information in Exhibit C-111 is relevant to the ongoing demand for, and	**Ordered** • **to the extent not produced** under 2. or 5 above • subject to para 12 of PO 2

(a) No.	(b) Documents or category of documents requested (requesting Disputing Party)	(c) Relevance and materiality, incl. references to submission (requesting Disputing Party)		(d) Reasoned objections to document production request (objecting Disputing Party)	(e) Response to objections to document production request (requesting Disputing Party)	(f) Decision (Tribunal)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
	(b) correspondence between the Claimants and third parties relating to "Released GSI Data", and other documents explaining the calculations and basis for the entries under the "Value" column; (c) filings, including pleadings, affidavits and supporting exhibits, in any court or arbitral proceeding where the "Released GSI Data" formed a basis of the Claimants' claim for damages; and (d) any settlement agreement	GSI because they could obtain the Seismic works for free from the Boards." (Claimants' Memorial, ¶ 483.) Exhibit C-111 purports to list the value that GSI would have earned from each access event listed (prior to applying multipliers based on company type). The basis for the Claimants' assertions of value are necessary in order to understand and substantiate those assertions. To date, the Claimants have provided no evidence for these assertions, only a total claimed amount. These documents are also relevant and material to the Claimants' allegation that, "there is no overlap between the damages claimed by the Claimants in this Arbitration and the damages claimed by GSI in the Domestic Actions." (Claimants' Memorial, ¶ 386.)		Regarding request 6(a), and the asserted bases for relevancy and materiality, licence agreements that were not entered into and therefore, do not exist, cannot be provided. That request appears to seek proof of a negative. The requested documents, and in particular requests 6(c) and 6(d), are not relevant to whether there is overlap between the damages claimed by the Claimants in this Arbitration and the damages claimed by GSI in the Domestic Actions. The damages claimed in this Arbitration relate to a loss of GSI's enterprise value as a whole, whereas the Domestic Actions relate to compensation for specific breaches of legal obligations. The information in Exhibit C-111 is relevant to the ongoing	value of, the Released GSI Data, and is therefore relevant to Mr. Sharp's quantification of what GSI's income stream would have been but for the expropriation." Yet the Claimants provided no evidence for the alleged value that GSI would have earned from each access event listed beyond a total claimed amount. The only way to test the Claimants' assertions is for them to provide the materials requested, such as applicable licence agreements in request 6(a), and documents explaining the calculations and basis for the entries under the "Value" column of Exhibit C-111 in request 6(b). On request 6(a), the Claimants have also misconstrued Canada's	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
	between the Claimants and third parties relating to the "Released GSI Data."			demand for, and value of, the Released GSI Data, and is therefore relevant to Mr. Sharp's quantification of what GSI's income stream would have been but for the expropriation. This quantification is relevant to GSI's enterprise value, but is not impacted by the existence or outcomes of any court proceedings related to the Released GSI Data. Regarding request 6(c) and 6(d), there is no connection between the existence or settlement of litigation in which Released GSI Data is an issue and the value of same. Further, regarding request 6(c), GSI is not aware of any arbitral proceedings where Released Data is in issue, and any court filings are public	request as seeking licence agreements that were not entered into. Among other things, Canada seeks licence agreements that were entered into. The Claimants have not responded to request 6(b), which Canada maintains. On request 6(c) and 6(d), the Claimants assert, "[t]he damages claimed in this Arbitration relate to a loss of GSI's enterprise value as a whole, whereas the Domestic Actions relate to compensation for specific breaches of legal obligations." The Claimants misrepresent how the requested materials relate to their damages claim and/or the waiver requirement in Article 1121 in four respects. First, the Claimants' damages claim in this arbitration does relate	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				documents which are available to the Respondent. Further, regarding request 6(d), the requested documents may not exist. In any event, if they do exist, they would be subject to confidentiality as settlements generally contain confidentiality restrictions due to the potential to reveal confidential commercial information of third parties, thereby unreasonably prejudicing those parties. In relation to the Claimants' assertions of value of the Released GSI Data, the Claimants are prepared to produce price lists relating to Exhibit C-111. The calculations are easily performed using the price lists. ***Claimants' Reply***	to compensation for specific alleged breaches of legal obligations in NAFTA Articles 1110 and 1106(1)(f). Second, as a matter of law, the fact that the allegedly breached legal obligations differ in GSI's domestic litigation claims and the NAFTA claim does not undermine Canada's Article 1121 objection: the Claimants are not permitted to seek the same damages in domestic proceedings that they seek in the NAFTA claim after they filed the NOA. Third, on the facts, if the Claimants seek to substantiate their alleged loss of GSI's enterprise value based on allegedly lost revenue from the "Released GSI Data" in Exhibit C-111 – which they appear to do –	

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				The price lists, combined with the other information disclosed in Exhibit C-111, are all that is required for the Respondent to test the Claimants' basis for the entries in the Value column in Exhibit C-111. Regarding licence agreements, the Released GSI Data was provided to third parties by the Respondent without licence agreements being entered into with GSI. There are some licence agreements with third parties that have terms prohibiting copying from the Respondent To the extent that any "Requesting Company" in Exhibit C-111 had licence agreements with GSI with such terms, the price lists inform the "Value" calculation. In relation to request 6(b), any correspondence with	then after filing the NOA, the Claimants could not also seek damages from the same allegedly lost revenue in GSI's domestic actions. Requests 6(c) and 6(d) directly relate to whether the Claimants have done so. For example, the request for settlement agreements is relevant to ensuring that the Claimants are not seeking double recovery in violation of Article 1121, and that any such settlements have been taken into account in the Claimants' damages claim. Fourth, the Claimants assert that the existence or outcomes of any court proceedings related to the Released GSI Data does not affect the quantification of GSI's enterprise value. This is misguided. Success in some of GSI's domestic litigation could have a	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				third parties is not material to explaining the calculations and basis for the entries under the "Value" column. Regarding request 6(c) and 6(d) the existence of any litigation regarding the Released GSI Data, or settlement of same, is not material to the damages claimed by the Claimants in this Arbitration or Article 1121 waiver requirements because the measures disputed in this Arbitration are not the same as breaches of obligations under licence agreements with third parties. Regarding litigation and Article 1121 waiver, which the Respondent did not include in it is original Reasons for Request, court filings are public documents available to the Respondent. The Claimants' position and	significant impact on GSI's enterprise value. As such, the requested materials are highly relevant and material to the outcome of the arbitration. Finally, the Claimants appear to make inconsistent arguments where they state that the settlement agreements in request 6(d) "may not exist", yet also may exist under confidentiality restrictions. As noted above, the Claimants must submit relevant materials, and may apply confidentiality designations where appropriate under the Confidentiality Order.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				evidence is that it has complied with its waiver obligations pursuant to Article 1121 of NAFTA, and as such, it has no relevant documents to produce in response to the waiver issue. To the extent that the Respondent asserts that certain of GSI's court actions ought to have been waived pursuant to Article 1121 of NAFTA, it is free to adduce the publicly available evidence of same. Regarding the settlement of any litigation related to the Released GSI Data, the Claimants have not settled any losses in respect of the Released GSI Data.		
7.	Documents related to the alleged "Unpaid Invoices – Tracking Summary" (also referred to as "Unpaid GSI Invoice Listing")	Claimants' Memorial, ¶¶ 110, 356-371, 388, 413, 437, 483-487; Paul Einarsson Witness Statement, ¶¶ 140, 170 173(d); Sharp Report, ¶¶ 70, 80-98; Exhibit C-112; Brattle Report, ¶¶ 13, 59-61, 80;		This request is overbroad in relation to the Respondent's asserted bases for relevance and materiality. The requested documents are not connected or material to	The Claimants' objection to Canada's request is meritless, and the Claimants' proposal to produce only the requested invoices and price lists is	**Ordered**

(a) No.	(b) Documents or category of documents requested (requesting Disputing Party)	(c) Relevance and materiality, incl. references to submission (requesting Disputing Party)		(d) Reasoned objections to document production request (objecting Disputing Party)	(e) Response to objections to document production request (requesting Disputing Party)	(f) Decision (Tribunal)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
	in Exhibit C-112, including but not limited to: (a) the invoices listed in C-112; (b) any related licence agreements and applicable price lists used to calculate the amounts in the invoices listed in C-112; (c) correspondence between the Claimants and the companies and/or their affiliates relating to the invoices listed in C-112 and demands for payment thereof and other documents explaining the	Canada's Counter-Memorial, ¶¶ 178, 437, 454. These documents are relevant and material to the Claimants' alleged damages, including that "[a]s a result of the Alberta Decisions, GSI's former customers and prospective customers stopped licencing the Seismic Works from GSI because they could obtain the Seismic works for free from the Boards" (Claimants' Memorial, ¶ 483). Exhibit C-112 purports to list amounts not paid by GSI's invoiced clients. The underlying invoices and payment records are necessary to substantiate the Claimants' assertions that such amounts were unpaid. Related information is necessary to determine whether claimed amounts have already been paid, deemed not payable by a court, or have otherwise been resolved external to the current proceeding. These documents are also relevant and material to the Claimants'		whether "GSI's former customers and prospective customers stopped licencing the Seismic Works from GSI because they could obtain the Seismic Works for free from the Boards." The requested documents, and in particular requests 7(d) and 7(e), are not relevant to whether there is overlap between the damages claimed by the Claimants in this Arbitration and the damages claimed by GSI in the Domestic Actions. The damages claimed in this Arbitration relate to a loss of GSI's enterprise value as a whole, whereas the Domestic Actions relate to compensation for specific breaches of legal obligations. The information in Exhibit C-112 is relevant to Mr. Sharp's quantification of what GSI's income stream would have	inadequate. The requested documents directly relate to the Claimants' allegations on damages and waiver. On request 7(b), the Claimants have not responded to the request for licence agreements, which they must produce for the reasons given for this request and in response to the Claimants' objection to producing licence agreements above on request 6(a). On request 7(c), the Claimants have not responded to the request, nor explained how, for example, documents explaining the calculations and basis for the charges and statements are not relevant to testing GSI's allegedly lost income.	• **to the extent not produced under** 2, 5 or 6 above

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
	calculations and basis for the charges and statements (including those under the "Notes" heading") in C-112; (d) filings, including pleadings, affidavits and supporting exhibits, in any court or arbitral proceeding where any invoice listed in Exhibit C-112 formed a basis of the Claimants' claim for damages; and (e) any settlement agreement between the Claimants and the companies and/or their affiliates	allegation that, "there is no overlap between the damages claimed by the Claimants in this Arbitration and the damages claimed by GSI in the Domestic Actions." (Claimants' Memorial, ¶ 386.)		been but for the expropriation. This quantification is relevant to GSI's enterprise value, but is not impacted by whether the invoices listed in Exhibit C-112 have been paid or released through settlement, or otherwise been the subject of court or arbitral proceedings. Further, regarding request 7(d), the Claimants are not aware of any such arbitration proceedings, and any court filings are public documents. In relation to this request, the Claimants are prepared to produce the invoices listed in Exhibit C-112 and price lists are already related to request 6. ***Claimants' Reply*** Regarding requests 7(b) and 7(c), the invoices listed in Exhibit C-112, combined	Canada maintains request 7(c). On request 7(d) and 7(e), the Claimants make the same flawed arguments on damages and/or waiver as Canada outlines immediately above in response to the Claimants' objections to requests 6(c) and 6(d). Notably, the Claimants here claim that whether the invoices listed in Exhibit C-112 have been paid or released through settlement, or otherwise been the subject of court or arbitral proceedings, does not affect the quantification of GSI's enterprise value. This is incorrect: payment of the invoices in Exhibit C-112, or release through settlement, could significantly affect GSI's enterprise value. As such, the requested materials are	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
	relating to the invoices listed in Exhibit C-112.			with the relevant price lists, explain the calculations set out in Exhibit C-112. Disclosure of the underlying licence agreements or additional correspondence is not relevant or necessary to perform these calculations. Regarding request 7(d), and 7(e) the existence of any litigation regarding the Unpaid GSI Invoice Listing, or settlement or payments of same, is not relevant to damages or Article 1121 waiver. See Response to Request 6. Regarding litigation and waiver, court filings are public documents available to the Respondent. The Claimants' position and evidence is that they have complied with their waiver obligations pursuant to Article 1121 of NAFTA, and as such, there are no	highly relevant and material to the outcome of the arbitration.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				documents to produce in response to the waiver issue. To the extent that the Respondent asserts that certain of GSI's court actions ought to have been waived pursuant to Article 1121 of NAFTA, it is free to adduce the publicly available evidence of same, as the Claimants have already adduced the evidence on point and the reasons for this request do not appear to correlate as a result. Regarding settlement and damages, damages, there is no possible risk of double recovery related to existing litigation arising from past breaches or unpaid invoices under existing licensing agreements. The calculation of GSI's equity value but for the Alberta Decisions is a forward-looking valuation based on normalized		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				historical revenues that does not seek to recover debts from historical invoices. The normalization adjustments made in the valuation adjust revenues to what they would have been had the invoices been paid. If any such invoices had already been paid, they would have been accounted for as revenue in GSI's historical income statements and thus would not require normalization. To the extent that any such payments were recovered as damages in the past Alberta Decisions, these are distinct amounts from what is being sought in the equity valuation.		
8.	GSI's standard and executed master data licence agreements "MLA"), supplemental licence agreements and any	Claimants' Memorial, ¶¶ 38, 110, 356-371, 385-390, 413, 437, 483-487; Davey Einarsson Witness Statement, ¶¶ 50; Paul Einarsson Witness Statement, ¶¶ 100-102, 140, 170, 173(d); Sharp Report,		This request is not material. The Claimants' deprivation of investment and GSI's ongoing capacity to derive revenues is not material as there is no dispute between	The Claimants' objection that "there is no dispute between the parties that GSI's business was not a going concern as of the date of the expropriation" does	**Ordered**

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
	other documents reflecting GSI's licencing arrangements with third parties, for each of the seismic surveys identified in Exhibit C-047 from 1993 to 2022.	¶¶ 70, 80-98; Exhibits C-047, C-049; C-111, C-112, R-029, R-337; Uffen Report, ¶¶ 72, 76-78; Hobbs Report, ¶¶ 66, 71-72, 100; Brattle Report, ¶¶ 14, 20, 59; Sookman Report, ¶ 145; Canada's Counter-Memorial, ¶¶ 301. These documents, including for the period from the NOA to 2022, are relevant and material to the Claimants' alleged breach of Article 1110, including the Claimants' allegation that they suffered a substantial deprivation of their investment. The documents relate to the Claimants' ongoing capacity to derive revenues from clauses on transfer fees, exploration group licencing and equalization fees, penalty fees and other related clauses These documents are relevant and materials to the Claimants' statements that "GSI has always treated the Seismic Works as confidential and takes the following strict approach to do so, which was		the parties that GSI's business was not a going concern as of the date of the expropriation. There is no material dispute between the parties that "GSI has always treated the Seismic Works as confidential and takes the following strict approach to do so, which was also undertaken by its predecessors". The Claimants have adduced ample evidence in support of this fact, and the Respondent has not adduced any evidence to the contrary. Providing the requested records to prove a fact that is not materially in dispute imposes an unreasonable burden on the Claimant, and is not proportional or efficient. In addition, the requested records are not relevant and material to whether the	not disprove the relevance and material of the requested licence agreements. The fact that GSI ceased seismic operations (and made a business choice to adopt a scorched earth litigation strategy) does not necessarily mean that GSI has no capacity to derive revenues from licence agreement clauses on transfer fees, exploration group licencing and equalization fees, penalty fees and other related clauses. Disclosure of the requested licence agreements is necessary because GSI's potential ability to continue deriving such revenues is relevant to testing the Claimants' allegation that the Alberta Court Decisions destroyed the value of their investment in its entirety in violation of	• **to the extent not produced under** 2, 5, 6 or 7 above • subject to para 12 of PO 2

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
		also undertaken by its predecessors." These documents are also relevant and material to the Claimants' allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors.		Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The requested records are not material to any of the "unrelated business decisions or economic factors" asserted by the Respondent to have caused the destruction of GSI's business. In addition, the request would require the Claimant to disclose confidential commercial information of third parties as confidentiality restrictions are generally contained in seismic licences as licensees generally do not want competitors to know what seismic data they are discovering or exploring in, thereby unreasonably prejudicing those parties.	Article 1110. Such potential revenue streams are also relevant to the determination of damages from the alleged breaches. The documents are relevant to damages in two further respects: first, to determine the residual value of GSI's seismic data library; and second, to determine exactly when GSI ceased to be a going concern, as the disputing parties contest this date. The Claimants allege the Alberta Court Decisions caused GSI not to be a going concern, whereas Canada maintains that unrelated business decisions or economic factors led to this outcome many years before those Decisions. Finally, the Claimants may apply confidentiality designations where	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
				Claimants' Reply The Claimants maintain their objection. The request is not material. The Respondent does not assert that, given the Alberta Decisions, GSI had the capacity to maintain its business solely by deriving revenues from existing licence agreement clauses on transfer fees, exploration group licencing and equalization fees, penalty fees and other related clauses. The Respondent's speculative assertion that "the fact that GSI ceased seismic operations […] does not necessarily mean that GSI has no capacity to derive revenues from licence agreement clauses" contradicts its own argument that GSI's failure to invest in new data was a primary cause of its business failure (Counter-Memorial, paras	appropriate under the Confidentiality Order.	

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				457-459). Indeed, the Respondent relies on a domestic court finding that "given" the Alberta Decisions, GSI's data has "little value," notwithstanding that any existing licensing agreements (Counter-Memorial, footnote 758). Further, the suggestion that GSI adopted a "scorched earth litigation strategy" is unexplained, but if the Respondent has evidence to that effect, it could adduce it since domestic litigation is public and it would see that GSI has had litigation in order to maintain its intellectual property rights in its seismic data or would have been seen to have abandoned those rights, and also fails to account for domestic litigation seeking to expunge GSI's copyright which GSI had to defend in		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				order to maintain its property rights. Further, even if all of the requested documents were produced, they are not material to the extent to which GSI could continue to derive revenue notwithstanding the Alberta Decisions. GSI has attempted to derive revenue from its existing license agreements, as reflected in Exhibit C-112. The Respondent does not assert that GSI ought to have done something differently to maximize revenue under its licence agreements or point to a failure to enforce such licence agreements as a cause of GSI's failure. As such, this request is not material. The specific terms of GSI's various licence agreements have no bearing on the		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				unrelated question when GSI ceased to be a going concern. The request is also overly burdensome and is a fishing expedition into all of GSI's business records, ever, which is voluminous and, again, immaterial.		
9.	GSI's standard price lists between 1993 and 2022 for licencing of seismic materials relating to each of the seismic surveys identified in Exhibit C-047.	Claimants' Memorial, ¶ 29; Exhibit C-047; Sharp Report, ¶¶ 78-80; Uffen Report, ¶¶ 79-83. These documents are relevant and material to the Claimants' allegations concerning their investment in Canada and their allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated decisions or economic factors. The requested documents relate to the Claimants' assumptions concerning GSI's historical operating results and financial position and the valuation of GSI's seismic data library.		The requested records are not relevant and material to whether the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The requested records are not material to any of the "unrelated business decisions or economic factors" asserted by the Respondent to have caused the failure of the Claimant's business. In any event, the Claimants are willing to produce the price lists in response to request 6.	Canada notes the Claimants' willingness to produce price lists in response to request 6; yet on request 9, Canada seeks confirmation that the Claimants will indeed produce GSI's standard price lists between 1993 and 2022 for licencing of seismic materials relating to each of the seismic surveys identified in Exhibit C-047. As noted in the reasons for request, among other things, the requested documents are relevant since they relate to the Claimants' assumptions concerning GSI's historical operating results and	No decision required

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
				Claimants' Reply Confirmed, the Claimants will produce all such price lists in its possession, custody and control.	financial position and the valuation of GSI's seismic data library.	
10.	Documents related to the valuation of GSI's seismic data library, including but not limited to: (a) Any internal or independent analysis by the Claimants or consultants on the valuation of GSI's seismic data library; (b) any proposal or solicitation by the Claimants and/or any expression of interest or offers from third parties relating to the sale and purchase of	Claimants' Memorial, ¶¶ 385-390, 486-488; Sharp Report, ¶¶ 64, 77; Uffen Report, ¶¶ 9, 50-83; Hobbs Report, ¶ 76; Brattle Report, ¶¶ 18, 32, 39-40, 184, 188; Canada's Counter-Memorial, ¶¶ 232, 294-296, 422-423, 461-463. These documents are relevant and material to the Claimants' alleged damages, including the alleged enterprise and fair market values of GSI. These documents are also relevant and material to the Claimants' alleged breach of Article 1110, including the Claimants' allegation that they suffered a substantial deprivation of their investment.		The Claimants do not concede the relevance and materiality of these requests. The Claimants have searched for records responsive to the specified categories of records set out in requests 10(a)-(c). Documents responsive to request 10(a) and 10(b) are attached in folder RR10. Regarding request 10(c), the request is not material to the outcome of this matter as it relates to an analysis and approach that was expressly not included in Mr. Sharp's report. Mr. Sharp's report indicates that there was an absence of information	Canada accepts the Claimants' production for this request.	No decision required

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	some or all of GSI's seismic data library between 2000 and 2022; and (c) information, including any results of the "research", "independent data points" and "analysis" conducted by Mr. Sharp in his consideration of an "asset-based approach" to the valuation of GSI.			regarding independent data points, such that the referenced analysis was not conducted.		
11.	Documents related to Mr. Sharp's calculation of "normalized revenues", including but not limited to identification of "multipliers" assigned to each customer/entry	Claimants' Memorial, ¶¶ 481- 485; Sharp Report, ¶¶ 81-91, Schedules B2.1 and C2.1; Paul Einarsson Witness Statement, ¶ 170; Exhibit C-111; Brattle Report, ¶¶ 14, 52, 55, 68; Canada's Counter-Memorial, ¶¶ 453-460.		Responsive documents are attached in folder RR11. ***Claimants' Reply*** The Claimant has no additional responsive documents that have not already been provided.	The Claimants' production in response to Canada's request appears incomplete and inadequate. Folder RR11 contains only one document, two pages in length, identifying just three multipliers, without adequate description of its	**Denied** on the basis of Claimants' assertion that no additional documents to those already produced are in Claimants'

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
	in Exhibit C-111 and used to determine the "abbreviated results" in Schedules B2.1 and C2.1 in the Sharp Report.	These documents are relevant and material to the Claimants' alleged damages – including that the Alberta Court Decisions caused the alleged damages – and for assessing the Claimants' Mr. Sharp's valuation of GSI.			contents. The document almost certainly does not serve as the only material Mr. Sharp used to calculate "normalized revenues" and to determine the "abbreviated results" in Schedules B2.1 and C2.1 in the Sharp Report. Canada maintains its request for the Claimants to provide all such documentation.	possession, custody or control
12.	(a) GSI's complete audited and unaudited financial statements between 1993 and 2022; (b) documents between 2000 and 2022 showing breakdowns of revenues from direct licencing fees, equalization fees, transfer fees	Claimants' Memorial, ¶¶ 385-390, 483-487; Paul Einarsson Witness Statement, ¶¶ 154, 173; Sharp Report, ¶¶ 22, 27-45, 62, 64; Brattle Report, ¶¶ 176-177; Canada's Counter-Memorial, ¶¶ 453-460. For many years, including all years after 2008, the Claimants have not provided complete audited financial statements, and in some years did not provide complete unaudited financial statements. These documents are relevant and material to the Claimants' alleged		The Claimants have produced numerous financial statements for the relevant period. The Respondent must clarify for which years financial statements are being requested. There are no audited financial statements after 2008. No responsive documents were located within the Claimants' records in relation to request 12(b) and 12(c). ***Claimants' Reply***	While Canada notes the Claimants' statement that "[t]here are no audited financial statements after 2008", Canada recalls that it also requests (i) all unaudited financial statements from 1993 to 2022; and (ii) all audited financial statements from 1993 to 2008 that have not been produced in the arbitration. It is surprising that the Claimants purport to have	**Ordered** • regarding 12. (a) **Denied** • to its other parts

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
	and any other amounts paid to GSI for its licenced seismic materials; and (c) documents between 2000 and 2022 distinguishing revenues and expenses arising from activities in Canada from those seismic surveys conducted outside Canada.		damages and for assessing the Claimants' / Mr. Sharp's valuation of GSI, including to evaluate the financial condition of GSI at various times. These documents are relevant and material to GSI's capacity to derive revenues from clauses on transfer fees, exploration group licencing and equalization fees, penalty fees and other related clauses. Historical information is necessary to understand whether GSI's alleged revenues are consistent with historical experience; whether licencing activity was materially impacted by Board disclosures; and to carry out a valuation of GSI's seismic assets as of the valuation date. These documents are also relevant and material to the Claimants' alleged breach of Article 1110, including the Claimants' allegation that they suffered a substantial deprivation of their investment.	The Respondent failed to clarify the specific financial statements which it asserts have not already been produced. If the Respondent identifies the specific years for which it asserts financial statements are missing (whether audited or unaudited), the Claimants are willing to provide such documents, to the extent that they can be located. The Respondent's surprise regarding requests 12(b) and 12(c) is unwarranted, and its bare assertion regarding the "standard" nature of such documents is unfounded as it has no evidence in support of that assertion. Creation of these documents was not standard for GSI. A rigorous search was conducted and no additional	no records in response to requests 12(b) and 12(c). Breakdowns of revenues from direct licencing fees, equalization fees, transfer fees and any other amounts paid for licenced seismic materials are standard accounting matters that a business in this industry should be expected to have gathered. Similarly, the Claimants' statement that they have no documents from 2000 to 2022 distinguishing profits derived in Canada from those derived abroad is questionable. Canada requests that the Claimants undertake a rigorous search for these materials.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
				responsive document were located.		
13.	With respect to the GSI Admiral and GSI Pacific: (a) Agreements to purchase each ship; (b) Financing, including any ship (marine) mortgage, and loan agreements; (c) Documents indicating quarterly and annual operational, maintenance and upgrade costs and expenses, including GSI's alleged USD$20 million upgrades	Claimants' Memorial, ¶¶ 26-27; Davey Einarsson Witness Statement, ¶ 19; Paul Einarsson Witness Statement, ¶¶ 11, 88-89; NOI, ¶¶ 98-99; Exhibits R-355, R-356, R-357; Brattle Report, ¶¶ 163-164; Canada's Counter-Memorial, ¶¶ 114, 318-319, 422. These documents are relevant and material to the Claimants' allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The documents also relate to the Claimants' statement that GSI spent "over USD$20,000,000 in upgrades and additions to its ships and equipment" in 2007 and 2008 (NOI, ¶ 99).		The Claimants do not concede the relevance and materiality of this request. In addition, the request is overbroad, as the requested records are not material to whether "unrelated business decisions" destroyed GSI's business. In relation to the "unrelated business decisions" issue, the Claimants are willing to produce information, to the extent it is available, about the price paid for the ships, and the price the ships were sold for. To the extent it is relevant or material to the outcome, some of the requested information is summarized in the financial statements of GSI that have already been produced.	The Claimants' objections to Canada's request are unavailing; and their proposed production – the price paid for the ships, and the price the ships were sold for – is too limited. The "unrelated business decisions" that contributed to GSI's underperformance instead of the Alberta Court Decisions include GSI's costly decisions to acquire, maintain and upgrade the GSI Admiral and GSI Pacific. The amounts that GSI spent on maintenance and upgrades for the periods it has owned the ships is therefore relevant. The periods include the moment GSI purchased each ship to the moment GSI sold it (2011 for the GSI Admiral) or the moment it was out of	**Ordered** • limited as modified by Canada *in fine*

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
	and additions in 2007-2008; (d) Sale listings and marketing materials and agreements to sell each ship; and (e) Documents discussing the Claimants' decisions to sell the GSI Admiral and GSI Pacific.			There is no material dispute between the parties that "GSI spent "over USD$20,000,000 in upgrades and additions to its ships and equipment" in or around 2007 and 2008. The Claimants have adduced evidence in support of this fact, and the Respondent has not adduced any evidence to the contrary. Providing the requested records to prove a fact that is not materially in dispute imposes an unreasonable burden on the Claimant, and is not proportional or efficient. ***Claimants' Reply*** The Claimants note the partial withdrawal of requests 13(d) and withdrawal of request 13(e). In respect of the remaining requests, the Claimants maintain their objection that the requested records are not	service (2011 for the GSI Pacific). The loan agreements (including interest charges) and annual operational, maintenance and upgrade costs for the entire period that GSI owned the ships are all relevant to assessing the Claimants' losses from the ships, for which Canada cannot be held liable. Canada maintains its requests for documents specified in requests 13(a), 13(b) and 13(c), although Canada will accept the Claimants' assertion that they spent US$20 million in upgrades and additions to the ships in 2007 and 2008 unless the Claimants produce documents demonstrating otherwise. Canada also maintains its request for sales listings and agreements to sell each ship	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				material. The Claimants do not seek to hold Canada liable for any losses related to these ships, which are already accounted for in GSI's balance sheet. The Respondent fails to explain why it is unable to utilize the financial statements already produced to ascertain the extent of such losses, to the extent that they are relevant to the Respondent's "unrelated business decisions" argument. The Respondent has also failed to adduce evidence regarding its own requirements for ship maintenance under the regulations in Canada, which is the impetus for ship upgrades, which would be relevant and material to its assertion that ship upgrades were a business decision of GSI alone.	in request 13(d), but withdraws its request for marketing materials in request 13(d). Canada withdraws request 13(e).	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
14.	(a) Audited and unaudited financial statements of Ocean Geophysical Service Incorporated ("OGSI") between 2000 and 2013; (b) OGSI documents between 2008 and 2013 discussing the sale of GSI's ships and/or the decision to shut down OGSI in 2013.	Russell Einarsson Witness Statement, ¶¶ 2, 6; Brattle Report, ¶¶ 163-164; Canada's Counter-Memorial, ¶¶ 114, 318-319, 422. These documents are relevant and material to the Claimants' allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The Claimants allege GSI paid OGSI management fees, which in turn paid Davey Einarsson and Russell Einarsson, and GSI was unable to support OGSI's business after 2009, so OGSI shut down in around 2013.		Regarding request 14(a), OGSI shut down in around 2013. As such, its business records are generally no longer maintained and appear to have been lost or destroyed. No responsive records were located upon a review of the Claimants' records, including no financial statements nor documented discussions of the sale of GSI's ships or the decision to shut down OGSI were located in the Claimants' records. Regarding request 14(b), see attached termination agreement for management services in folder RR14. ***Claimants' Reply*** Confirmed.	The document in folder RR14 is a two-page agreement between GSI and Geophysical Service Inc regarding unspecified "management services" without further detail. The document makes no express reference to Ocean Geophysical Service Incorporated ("OGSI"). Nor is it apparent how the document relates to the decision to shut down OGSI in 2013. On the Claimants' assertion that "[n]o responsive records were located upon a review of the Claimants' records", it is surprising that the Claimants purport to have no records given that Mr. Russell Einarsson has submitted a witness statement based on his role at OGSI and its business relationship to GSI. Canada	**No decision required**

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
					requests the Claimants confirm that it has conducted a rigorous search for the material requested in request 14(b).	
15.	Documents related to the Claimants' financing, revenues and expenses from the acquisition, operation, maintenance and conversion of Precision Seismic Processing & Consultants Ltd., including any purchase or sale agreements, loans, and invoices related to its conversion to a marine seismic data processing centre.	Claimants' Memorial, ¶ 25; Paul Einarsson, Witness Statement, ¶ 86; Canada's Counter-Memorial, ¶ 81, 85, 232, 296, 299. These documents are relevant and material to the Claimants' allegations concerning their investment in Canada and their allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The documents also relate to the Claimants' statement that in 1999 GSI bought Precision Seismic Processing & Consultants Ltd. and subsequently converted it to be able to process marine seismic data.		The requested records are not relevant and material to whether the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The requested records are not material to any of the "unrelated business decisions or economic factors" asserted by the Respondent to have caused the failure of the Claimant's business. There is no material dispute between the parties that "GSI bought Precision Seismic Processing & Consultants Ltd. and subsequently converted it to be able to process marine seismic data". The Claimant has adduced	Canada is willing to withdraw this request.	No decision required

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				evidence in support of this fact, and the Respondent has not adduced any evidence to the contrary. Providing the requested records to prove a fact that is not materially in dispute imposes an unreasonable burden on the Claimant, and is not proportional or efficient.		
16.	Documents related to GSI's revenues and expenses from its seismic surveys in the Falkland Islands and any licence agreements with third parties for its Falkland Islands seismic materials.	Claimants' Memorial, ¶¶ 483-487; Paul Einarsson Witness Statement, ¶¶ 10, 173(d); Sharp Report, ¶¶ 70, 80-98; Exhibits C-112, R-029, R-337; Brattle Report, ¶¶ 21, 32, 81, 136, 165, 178; Canada's Counter-Memorial, ¶¶ 90, 318, 446, 456. These documents are relevant and material to the Claimants' allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The Claimants include in their damages claim against Canada losses from GSI's seismic data in the Falkland Islands (C-112).		The Claimants do not concede the relevance and materiality of this request. The requested documents are not relevant to whether there is overlap between the damages claimed by the Claimants in this Arbitration and the damages claimed by GSI in the Domestic Actions. The damages claimed in this Arbitration relate to a loss of GSI's enterprise value as a whole, whereas the Domestic Actions relate to	The Claimants' production in response to the request is inadequate, and their objections to the request are misguided. Folder RR16 contains merely three documents with invoices relating to GSI surveys in the Falkland Islands. The folder does not contain the requested documents related to GSI's expenses from its Falkland Island surveys, nor GSI's licence agreements with third parties for its Falkland Islands seismic materials.	**Ordered** • with emphasis on para 11 of PO 2

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
		Furthermore, the Claimants stated in 2010 that GSI had "not yet recovered its costs on the data" (R-029, ¶ 49) and stated in 2019 that "our investment in this [Falkland Island] Copyright material is CAD$50 million and to date [2019] we have only obtained about CAD$35 million in license fees." (R-337)		compensation for specific breaches of legal obligations. In any event, responsive documents located in the Claimants' records are attached in folder RR16. ***Claimants' Reply*** The invoices provided in folder RR16 are the records of GSI's expenses and revenues from its Falkland Islands surveys. As noted in relation to request 12, GSI did not keep distinct accounting records regarding revenues and expenses generated from overseas activities, including those in the Falkland Islands activities. To the extent that they exist and can be located in the Claimants' records, the Claimants are willing to produce agreements with third parties if they relate to	The Claimants provided no reasons to support their position that these materials are not relevant or material to their allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The fact that GSI asserted in 2019 that it had lost CAD$15 million on its Falklands Islands surveys is highly relevant to the Respondent's argument that factors unrelated to the Alberta Court Decisions caused GSI's financial problems. Moreover, the Claimants' argument that the requested documents do not relate to Canada's Article 1121 objection are flawed, for largely the same reasons outlined above on requests 6(c), 6(d), 7(d) and 7(e). In	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Reasons for Request			
				the amounts set out in the invoices produced in folder RR16. In relation to Exhibit C-112, the Claimants have calculated their losses as an enterprise value which is based upon the total revenues and expenses of GSI's business. GSI's business was not compartmentalized or segmented by region. The revenues from any region would support any other region.	short, the documents are relevant to determining whether the Claimants seek double recovery over the Falkland Island invoices in their domestic litigation and in this NAFTA arbitration, including through their reliance on Exhibit C-112.	
17.	Documents between 2008 and 2010 showing: (a) revenues and expenses arising from GSI's revenue-sharing project with Hyperdynamics (SCS) in Guinea;	Claimants' Memorial, ¶¶ 483-487; Paul Einarsson Witness Statement, ¶ 90; Exhibits R-338, R-339, R-340, R-341; Canada's Counter-Memorial, ¶ 318. These documents are relevant and material to the Claimants' allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated		The Claimants do not concede the relevance and materiality of this request. In any event, in response to request 17(a), the Claimants were not able to locate in their records any documents specially identifying revenues and expenses arising from GSI's revenue-sharing	Canada accepts the Claimants' production for this request.	No decision required

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
	(b) the GSI-SCS Master Geophysical Data Acquisition Agreement dated February 13, 2008; and (c) the Release and Settlement Agreement and Amendment to PSC dated May 20, 2010.		business decisions or economic factors.	project with Hyperdynamics (SCS) in Guinea. Responsive records regarding requests 17(b) and (c) are attached in folder RR17.		
18.	Any settlement agreement between the Claimants and Grynberg Petroleum Company arising out of GSI's claim in connection with its seismic survey in Grenada.	Claimants' Memorial, ¶¶ 483-487; Paul Einarsson Witness Statement, ¶ 10; R-334; RLA-002; Canada's Counter-Memorial, ¶ 318.	These documents are relevant and material to the Claimants' allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. GSI allegedly suffered $2 million in damages arising out of this project and stated that "the	The Claimants do not concede the relevance and materiality of this request. In any event, responsive documents located in the Claimants' records are attached in folder RR18.	Canada accepts the Claimants' production for this request.	**No decision required**

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
		matter concluded in approximately 2008."				
19.	Documents between 2001 and 2022 discussing the repayment of loans made to GSI by Davey Einarsson, Paul Einarsson, Russell Einarsson and holding companies owned by them.	Claimants' Memorial, ¶¶ 491-492; Sharp Report, ¶¶ 143-145; Davey Einarsson Witness Statement, ¶ 53; Paul Einarsson Witness Statement, ¶¶ 16-17; Russell Einarsson Witness Statement, ¶ 8; Brattle Report, ¶¶ 42-44, 204-214; Canada's Counter-Memorial, ¶¶ 470-473, 488. These documents are relevant and material to the Claimants' allegations that "GSI is not able to repay the Loans due to the destruction of its business." The requested documents from the NOA to 2022 are also relevant and material to this statement.		The request for documents "discussing" loan repayments is overbroad in relation to the Respondents' asserted bases of relevance and materiality. The Claimants would be willing to provide information regarding the dates and amounts of repayments of loans, but given the passage of time, records evidencing repayments appear to have been lost or destroyed. ***Claimants' Reply*** Whether GSI is able to repay the Loans due to the destruction of its business is a distinct factual question that does not depend on any internal documentation "discussing" loan repayments. To the extent that any such documents ever	While Canada accepts the Claimants' proposal "to provide information regarding the dates and amounts of repayments of loans", this is not sufficient to address Canada's request. The Claimants allege that GSI is not able to repay the loans. To test this assertion, it is necessary for the Claimants to provide internal documentation on GSI's decisions not to use its remaining funds to repay the loans.	**Ordered** • with emphasis on para 11 of PO 2

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	**Reasons for Request**			
				existed, they no longer exist. The Einarssons' recollection is that any decisions, if they ever even occurred, would have been discussed as opposed to recorded in documents. The requested documents are therefore non-existent and not material, so there is no document to produce.		
20.	Documents evidencing annual compensation paid by GSI and OGSI to Davey Einarsson, Paul Einarsson, Russell Einarsson between 2000 to 2022.	Sharp Report, Schedule B2.3, Schedule D1; Paul Einarsson Witness Statement, ¶ 159(c); Russell Einarsson Witness Statement, ¶ 7; Brattle Report, ¶¶ 33, 162; Canada's Counter-Memorial, ¶¶ 318, 422, 456. These documents are relevant and material to the Claimants' allegation that "Davey, Russell and [Paul] suffered losses due to the losses of [their] respective remuneration and reputations because of the Alberta Decisions."		This request is not relevant because the Claimants are not seeking compensation for their actual personal losses of remuneration, but instead have sought compensation reflecting the market level of compensation for their respective roles. Executive compensation subsequent to the NOA is not relevant to whether there has been a substantial deprivation of the Claimants' investment, as there is no dispute that	While Canada accepts the Claimants' proposal to produce documents "evidencing annual compensation paid by GSI and OGSI to Davey Einarsson, Paul Einarsson, Russell Einarsson between 2000 and the issuance of the NOA", this is not sufficient to address Canada's request. It is necessary for the Claimants to produce the requested documents for the period from the NOA to 2022 for three reasons. First,	**Ordered** • with emphasis on para 11 of PO 2

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		These documents are also relevant and material to the Claimants' allegations that the Alberta Court Decisions caused the alleged damages, instead of unrelated business decisions or economic factors. The requested documents for the period from the NOA to 2022 are also relevant and material to the Claimants' allegation that they suffered a substantial deprivation of their investment under Article 1110.		GSI's business was destroyed prior to the NOA. Regarding the Respondent's assertion that [redacted] is an "unrelated business decision" which led to the destruction of GSI's business, the Claimants would be prepared to produce documents, to the extent they exist and can be located in the Claimants' records, evidencing annual compensation paid by GSI and OGSI to Davey Einarsson, Paul Einarsson, Russell Einarsson between 2000 and the issuance of the NOA. ***Claimants' Reply*** The Claimants' calculation of the quantum of losses related to employment earnings to which they are entitled under the Remunerative Contracts	the Claimants state in the Memorial at ¶ 494, "[e]ach of Davey, Paul and Russell have forgone payment of their remuneration under the Remunerative Contracts as a result of Canada's breaches of Articles 1110 and 1106(1)(f). The Einarsson have elected June 30, 2022 as the date for these losses." (Emphasis added.) Thus, any remunerative payments from GSI to the three Einarsson Claimants after the NOA to 2022 directly relate to the alleged damages. Second, the Claimants appear to have changed their alleged damages claim by stating in their objection, "the Claimants are not seeking compensation for their actual personal losses of remuneration, but instead have sought compensation	

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				are set out in the Sharp Report (paras 146-150, Schedule A1.8). These calculations rely on the market level of compensation, and do not depend on actual past compensation paid under the Remunerative Contracts. There were no remunerative payments from GSI for the period from the NOA to 2022 to any of the individual Claimants.	reflecting the market level of compensation for their respective roles." As the excerpt from Memorial ¶ 494 above shows, the Claimants have sought damages in this NAFTA arbitration for forgone payment of their remuneration "under the Remunerative Contracts" – not simply based on "the market level of compensation". Third, the requested material is necessary to test the Claimants' assertion that they suffered a substantial deprivation of their investment, GSI, under Article 1110. Remunerative payments from GSI to Davey Einarsson, Paul Einarsson and Russell Einarsson after the NOA may undermine this assertion.	

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21.	GSI shareholder ledgers from 2016 to the present.	Claimants' Memorial, ¶¶ 252, 257-264; Davey Einarsson Witness Statement, ¶¶ 2-4; Paul Einarsson Witness Statement, ¶¶ 94-96. These documents are relevant and material to the Claimants' allegations that "Davey has standing to submit claims on behalf of GSI under Article 1117(1)." The documents are necessary to determine Davey's and Paul's Class A and Class B shareholding as a portion of total Class A and Class B shares in GSI.		This request is not material as all GSI share certificates have already been produced, and can be used to determine Davey's and Paul's Class A and Class B shareholding of total Class A and Class B shares in GSI. ***Claimants' Reply*** The Claimants are willing to provide the shareholder ledger.	The Claimants did not provide a valid objection to Canada's request. Shareholder ledgers are distinct from share certificates: the ledgers outline the total number of shares in the enterprise, and identify all of its shareholders. As such, the ledgers are relevant and material to, among other things, determine Davey's alleged ownership and control of GSI, which relates to his alleged standing to pursue the Article 1117(1) claim. The Claimants have not denied that they possess the shareholder ledgers, nor contended that it would be unduly burdensome to produce them. Thus, Canada maintains this request.	**No decision required**
22.	Paul Einarsson's filed tax returns with	Claimants' Memorial, ¶¶ 200, 205; Paul Einarsson Witness Statement,		Upon review of the Paul Einarsson Witness Statement	2017 departing tax return for Paul Einarsson.	

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	Canada Revenue Agency between 2011 and 2017, including the alleged 2017 departing tax return.	¶¶ 43, 48; Canada's Counter-Memorial, ¶¶ 485-486. These documents are relevant and material to the Claimants' allegations regarding Paul Einarsson's alleged change of residence to the United States in 2011.		and Exhibit C-272, it was discovered that through inadvertence, the 2017 departing tax return for Paul Einarsson's wife was exhibited instead of that of Paul Einarsson. The Claimants will produce the 2017 departing tax return for Paul Einarsson. Regarding Paul Einarsson's tax returns between 2011 and 2016, the only paragraph from Paul Einarsson's witness statement related to Mr. Einarsson's residence in the United States during this period is paragraph 43, which states: *I resided spent [sic] approximately 45% of each year from 2011 through 2016 in the United States, during which time I spent another 10-20% of the year travelling to see relatives in other countries such as Australia,*	The Claimants' objection to producing Paul Einarsson's tax returns between 2011 Canada notes that the Claimants will produce the 2017 departing tax return for Paul Einarsson. The Claimants' objection to producing Paul Einarsson's tax returns between 2011 and 2016 is unacceptable. This information directly relates to the Claimants' position that his dominant and effective nationality during this period was not Canadian. The Claimants can only avail themselves of NAFTA's substantive standards when their dominant and effective nationality was not Canadian (Counter-Memorial, ¶¶ 477-478). The dominant and effective nationality analysis is a fact-	**Ordered**

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				Italy, or Iceland, or on vacations. I also travelled to and from Canada after 2011 with the main purpose of overseeing GSI's litigation in Canada. Paul Einarsson's tax return between 2011 and 2016 are not material to any of the foregoing facts, and therefore the Respondent's asserted bases of relevance for these document requests are unfounded. In any event, the relevant date for ascertaining Paul Einarsson's dominant and effective nationality is three years prior to the Notice of Arbitration, dated April 18, 2019. Any information regarding Paul Einarsson's dominant and effective nationality pre-dating April 18, 2016 is irrelevant. ***Claimants' Reply***	based inquiry that includes consideration of the person's habitual residence, the centre of the person's economic life and circumstances surrounding the investment (Counter-Memorial, ¶ 479). Paul Einarsson's tax returns between 2011 and 2016 are highly relevant documents to assess these factors for this period. The Claimants offer no support for their position that "the relevant date for ascertaining Paul Einarsson's dominant and effective nationality is three years prior to the Notice of Arbitration", such that any information predating this three-year period "is irrelevant". As Canada explained in the Counter-Memorial, ¶ 476: "[t]he relevant dates on which the	

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				The Respondent's asserted basis for the relevance of this request relate to "Mr. Einarsson's alleged change of residence to the United States in 2011". Canadian tax returns between 2011 and 2016 do not contain any information regarding where Mr. Einarsson spent his time. In any event, the Respondent's assertion that "the Claimants' alleged losses in this arbitration significantly pre-date April 18, 2016" is unfounded. The Claimants' date of loss was the date that the Alberta Decisions became final (i.e. November 30, 2017), which was after Paul Einarsson departed Canada for tax purposes, but was several years after the purchase of his residence in the USA. That date of loss is after 2011-2016, which renders the	claimant must have the requisite diversity of nationality (i.e. not have the dominant and effective nationality of the host State), include the date of the alleged loss and the date of the submission of the claim. While both dates are relevant, the date of the alleged loss is a focal point of the inquiry, since a claimant can only bring a claim under NAFTA Chapter 11 for 'a measure adopted or maintained by a NAFTA Party'." The Claimants' alleged losses in this arbitration significantly pre-date April 18, 2016. GSI was no longer a going-concern by 2012 (and possibly earlier). Thus, Paul Einarsson's tax returns between 2011 and 2016 are relevant to Canada's objection to his alleged	

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				requested tax returns irrelevant.	standing to claim damages in this arbitration.	