

**PROCEDURAL ORDER NO. 13**

**ANNEX B**

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

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

BETWEEN:

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

*Claimants*

*and*

**United Mexican States**

*Respondent*

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**Claimants’ Joint Privilege/Confidentiality Log Over Randall Taylor Documents**

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**19 April 2021**

Pursuant to the Tribunal’s Procedural Order No. 9 dated February 25, 2021 and Procedural Order No. 11 dated April 5, 2021, the 37 Claimants represented by Quinn Emanuel Urquhart & Sullivan and Claimant Randall Taylor have conferred and hereby produce a joint privilege/confidentiality log listing 113 documents in Mr. Taylor’s possession that Mr. Taylor has identified as responsive to Mexico’s requests for document production as granted by the Tribunal in Procedural Order No. 10 dated March 26, 2021 and over which either the QEU&S Claimants or Mr. Taylor claim can be withheld on the basis of privilege and/or confidentiality. Where the QEU&S Claimants and Mr. Taylor disagree over a claim of privilege/confidentiality by the other, it is indicated as such in the joint privilege/confidentiality log below.

### **QEU&S Claimants’ General Comments**

On April 12, 2021, Claimant Randall Taylor (“**Mr. Taylor**”) produced to the 37 Claimants represented by Quinn Emanuel Urquhart & Sullivan (“**QEU&S**”) (the “**QEU&S Claimants**”) 1,668 electronic files that amount to a total of 2,332 distinct documents (the “**Taylor Documents**”). Among those 2,332 documents, Mr. Taylor identified 324 documents as responsive to Mexico’s requests for document production that the Tribunal granted in full or partially in Procedural Order No. 10 dated March 26 (“**PO 10**”)—that is, Mexico’s Requests Nos. 1, 3-7, 12-14, 17-21bis, 23-29, 31, 35, 38, and 41. The remaining 2,008 documents in Mr. Taylor’s Production to the QEU&S Claimants are identified by Mr. Taylor as only responsive to Mexico’s requests for documents that were *denied* by the Tribunal in PO 10. Pursuant to the Tribunal’s Procedural Order No. 9 dated February 25, 2021 (“**PO 9**”) and Procedural Order No. 11 dated April 5, 2021 (“**PO 11**”), the QEU&S Claimants only conducted privilege/confidentiality review of the Taylor Documents that Mr. Taylor deemed responsive to Mexico’s requests as granted by the Tribunal in PO 10, i.e., the 324 documents that Mr. Taylor identified as responsive to Mexico’s Requests Nos. 1, 3-7, 12-14, 17-21bis, 23-29, 31, 35, 38, and 41. Among them, the QEU&S Claimants assert claims of privilege and/or confidentiality over the 113 documents that are listed in the privilege/confidentiality log below.

The QEU&S Claimants have not reviewed the remainder of the Taylor Documents—i.e., 2,008 documents that Mr. Taylor identified as *not* responsive to any of Mexico’s Requests as granted by the Tribunal (the “**Non-Responsive Taylor Documents**”)—for potential claims of privilege and/or confidentiality, as these documents are not responsive to the Tribunal’s PO 10 based on Mr. Taylor’s own responsiveness determination and they are therefore not qualified for production to Mexico. In its procedural orders, the Tribunal unequivocally indicated that the QEU&S Claimants and Mr. Taylor’s joint production of documents to Mexico shall be limited to “the documents that are responsive to the granted requests.” See PO 9, § 9(d) (emphasis added). It is unnecessary to incur a substantial amount of time and expenses to identify confidential or privileged documents among the Non-Responsive Taylor Documents that should not be produced to Mexico in any event per PO 9 and PO 11.

Notwithstanding the above, the QEU&S Claimants hereby explicitly reserve their right to assert a claim of privilege and/or confidentiality over any and all of the Non-Responsive Taylor Documents, should Mr. Taylor make an application to the Tribunal to produce to Mexico any of the Non-Responsive Taylor Documents. The QEU&S Claimants trust that Mr. Taylor will not unilaterally produce the Non-Responsive Taylor Documents to Mexico in violation of the Tribunal's express directives. The QEU&S Claimants understand that the Mr. Taylor has produced to the QEU&S Claimants all documents in his possession that he deemed responsive to any of the 45 requests for production of documents contained in Mexico's Redfern dated December 31, 2020.

Given that the Tribunal's PO 11 requires the QEU&S Claimants and Mr. Taylor to only make a *joint* production of the responsive documents, the QEU&S Claimants respectfully request that Mexico refrain from reviewing any documents it may receive from Mr. Taylor that have not been reviewed for privilege and confidentiality by the QEU&S Claimants in the event that Mr. Taylor decides to act in contravention of the Tribunal's procedural orders and unilaterally produce to Mexico any documents in his possession, including the Non-Responsive Taylor Documents, until such time as the Tribunal has an opportunity to rule on any application that the QEU&S Claimants may make in relation to such documents.

### **Respondent's reply to QE Claimants' General Comments**

As noted in "Claimants' Joint Privilege/Confidentiality Log Over Randall Taylor Documents" Mr. Taylor produced to the QE Claimants 1,668 files containing 2,332 documents. The QE Claimants contend that "Mr. Taylor identified 324 documents as responsive to Mexico's requests for document production that the Tribunal granted in full or partially in Procedural Order No. 10", and "[t]he remaining 2,008 documents in Mr. Taylor's Production to the QEU&S Claimants are identified by Mr. Taylor as only responsive to Mexico's requests for documents that were denied by the Tribunal in PO 10."

The Respondent submits that this is an inappropriate attempt by the QE Claimants to impermissibly withhold documents from production by seeking to apply the Tribunal's decision on their objections to the relevance and materiality of Mexico's requests, to documents in Mr. Taylor's possession – circumventing the Tribunal's intentions.

*First*, Mr. Taylor had the opportunity to object to the relevance and materiality of Mexico's requests, and chose not to do so. In fact, Mr. Taylor did not object to any of Mexico's requests on any grounds, which explains the Tribunal's conclusion that "no decision was necessary" with respect to these requests (see last column in Appendix II.A to PO9). Thus, there would be no basis to withhold production of documents that Mr. Taylor produced to the QE Claimants, save for objections based on privilege and confidentiality pursuant to the Tribunal's decision on the QE Claimants' request for urgent interim relief (incorporated in PO 9). The QE Claimants must not be allowed to apply the Tribunal's decision on their objections to Mr. Taylor's production, as that would be tantamount to allowing them to object on behalf of Mr. Taylor on grounds of relevance and materiality.

*Second*, it is clear that Mr. Taylor believes that the 2,332 documents he presented to the QE Claimants are responsive to Mexico's request. Paragraph 6(a) of PO11 states: "Mr Taylor produces

to the QE Claimants all the documents he regards as responsive to the Tribunal's order in PO10, save insofar as he claims any such documents are privileged to him, in which case Mr Taylor must identify those documents for the QE Claimants in a privilege/confidentiality log but not produce them.”<sup>1</sup> There would have been no reason to produce the full 2,332 documents to the QE Claimants if Mr. Taylor truly believed that only 324 of such documents were responsive to Mexico's request.

*Third*, this is not the first time that the QE Claimants have sought to have a say over the disclosure of documents in Mr. Taylor's possession. On 27 January 2021, the QE Claimants requested urgent interim relief to the Tribunal seeking (*inter alia*) an order to Mr. Taylor to not produce any documents to the Respondent until the QE Claimants had an opportunity to review them and submit objections based on privilege, confidentiality and/or responsiveness. PO 9, granted the QE Claimants the opportunity to object to Mr. Taylor's production on grounds of privilege and confidentiality, but expressly rejected their attempt to object on the grounds of responsiveness on behalf of Mr. Taylor, noting that “Mr Taylor is a party to this proceeding, with all the concomitant procedural rights and obligations that entails” and “[t]he Tribunal is not aware of any legal basis upon which the QE Claimants may curtail that prerogative of Mr Taylor”. The Respondent maintains that the same logic should apply to any objections other than privilege and confidentiality.

*Fourth*, PO 11, which was issued for the purpose of clarifying the instructions in PO 9, is also clear in that QE Claimants' objections to Mr. Taylor's production were limited to issues of privilege and confidentiality. At paragraph 4 it states:

*4. In addressing that application, the Tribunal ruled that while the QE Claimants could not prevent Mr Taylor from producing documents in his possession that they considered not to be responsive, they were “entitled to claim the protection of privilege or confidentiality” attaching to any such documents in his possession, within the bounds of Article 9.2 of the IBA Rules. [Emphasis added]*

The next paragraph therein further confirms this understanding:

*5. The Tribunal's directions in paragraph 9(d) of PO9 should be understood with that context in mind: PO9 was concerned with documents in Mr Taylor's possession which he regarded as responsive to the Respondent's requests but the QE Claimants (but not Mr Taylor) regarded as privileged or confidential to them. The directions in paragraph 9(d) of PO9 should therefore not be construed as requiring the QE Claimants to produce to Mr Taylor documents that are not in his possession and that they claim to be privileged or confidential to them (or vice versa). [Emphasis added]*

Finally, paragraph 6 leaves no room for any alternative interpretation:

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<sup>1</sup> Emphasis added.

6. To avoid any doubt, paragraph 9(d) of PO9 is to be understood as requiring the parties to proceed as follows:

a. Mr Taylor produces to the QE Claimants all the documents he regards as responsive to the Tribunal's order in PO10, save insofar as he claims any such documents are privileged to him, in which case Mr Taylor must identify those documents for the QE Claimants in a privilege/confidentiality log but not produce them.

[...]

d. By 19 April 2021,

i. the QE Claimants and Mr Taylor jointly produce to the Respondent the aggregate of the responsive documents previously exchanged between them as per 6(a) and (b) above, excluding all documents that either of them has identified as privileged or confidential in the joint privilege/confidentiality log as per 6(c) above;

Finally, the QE Claimants purport to reserve their right to assert a claim of privilege and/or confidentiality over any of the so-called “Non-Responsive Taylor Documents”, should Mr. Taylor make an application to the Tribunal to produce any of the documents the QE Claimants consider “non-responsive” documents. The Respondent submits that the QE Claimants have waived their right to object to the production of these documents on grounds of privilege and confidentiality by failing to abide by the Tribunal’s instructions to review them by the deadline established in PO11.

In view of the foregoing, the Respondent request this Tribunal to order Mr. Taylor to produce, as soon as possible, the 2,336 documents he identified as responsive to Respondent’s document request, except for those withheld on grounds of privilege and confidentiality as per the privilege log below pending the decision of the Tribunal.

<b>Document log number 1</b>	
<i>Requested Party</i>	Date: 10/23/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Neil Ayervais <sup>2</sup>
	Email from Mr. Taylor, a member of B-Mex, to Mr. Burr, a manager of B-Mex, and Mr. Ayervais, B-Mex's outside corporate counsel, requesting legal advice regarding Cabo transaction and providing information to assist in rendering legal advice regarding same.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice from B-Mex’s corporate counsel regarding B-Mex’s corporate matters. As such, the communication is protected from disclosure under attorney-client privilege,

<sup>2</sup> In identifying the documents in the log, the QEU&S Claimants noted the sender and recipient for the top email only in longer email exchanges.

and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("**IBA Rules**"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.

*Taylor objection to QEU&S Claimants' basis for privilege or confidentiality claim:* The QEU&S objection misstates the capacity of the recipients. This email was not addressed to Mr. Burr in his capacity as Manager for B-Mex but rather as a Manager of B-Cabo and as a borrower of funds from Taylor. This email was not addressed to Mr. Ayervais in his capacity as corporate counsel for B-Mex but rather in his capacity as Mr. Burr's attorney.

The document attached to this email and the email itself deals with a contractual agreement between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex nor B-Cabo were part of the agreement. I merely provided a final agreement that I was willing to sign for Mr. Burr to forward. Gordon Burr was merely the messenger between the parties subject to the agreement and was not part of the proposed agreement. Gordon Burr was supposed to ultimately deliver the document to Ferdosi et al for signature. The body of the email is my input for a future contract with Mr. Ferdosi et al. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais help draft this one also. There are no communications or writing from Mr. Burr nor Mr. Ayervais in this email. In other words this is a one-way communication to Burr and Ayervais. The email deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with B-Cabo or B-Mex. If the email itself is privileged, the privilege is mine to waive. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive.

As the subject contract referenced a proposed BCABO contract as one of the Exhibits, I offered them the opportunity to comment or suggest amendments. In other words, I was not asking for legal advice merely allowing Burr and Ayervais to comment on an agreement I was working on with a separate group that referenced them but to which they were not subject. The attachment to the email is clearly not confidential as it is the proposed agreement between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither Burr, B-Mex, B-Cabo, nor Ayervais were participants to the agreement which was attached to the email. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the agreement between Taylor and Ferdosi et al.

	The exclusive basis for this claim by QEU&S is that the attorney who was helping me draft the agreement also worked for Mr. Burr and also the B-Mex companies.
<i>Requesting Party</i>	<p>Claimants have offered conflicting descriptions of the document. Mr. Taylor claims that the QE Claimants misstate the capacity of the recipients and the purpose of the document. If Mr. Taylor’s observations are accurate (and Respondent does not have any reason to put them into question) there would be no basis for a claim of confidentiality or privilege by the QE Claimants on grounds of attorney-client privilege.</p> <p>The Respondent has no way of determining which party is correct and therefore, requests that a copy of the document(s) be produced for the Tribunal’s eyes only, for a final determination on the validity of the QE Claimants’ objection.</p>
<i>Tribunal</i>	Tribunal’s ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 2</b>	
<i>Requested Party</i>	Date: 10/17/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Neil Ayervais
	Email from Mr. Taylor to Mr. Burr and B-Mex’s outside corporate counsel, seeking legal advice regarding agreement with Farzin Ferdosi regarding Cabo project.
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice from B-Mex’s corporate counsel regarding B-Mex’s corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex’s corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&amp;S objection misstates the capacity of the recipients. This email was not addressed to Mr. Burr in his capacity as Manager for B-Mex but rather as a Manager of B-Cabo and as a borrower of funds from Taylor. This email was not addressed to Mr. Ayervais in his capacity as corporate counsel for B-Mex but rather in his capacity as Mr. Burr’s attorney.</p> <p>The attachment to the email is clearly not confidential as it is a signed letter agreement between Gordon Burr (it is unclear if he is acting under his own authority or his authority for B-Cabo) and Farzin Ferdosi and Stanhope, LLC.</p>

	<p>There is no reference to any attorney in the attachment; no legal questions dealt with. The attached business agreement deals purely with business contractual matters among them being Randall Taylor receiving a 1% interest for his having loaned most of the money being provided to Farzin Ferdosi and Stanhope, LLC. The signed letter agreement attachment was provided Taylor as an individual and not in his capacity as member of any LLC. The attachment was provided Taylor with no reference to nor provision for confidentiality thus any privilege or confidentiality was waived.</p> <p>The body of the email is my input for a future contract with Mr. Ferdosi et al. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais help draft this one also. There are no communications or writing from Mr. Burr nor Mr. Ayervais in this email. In other words, this is a one-way communication to Burr and Ayervais. The email deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with B-Cabo or B-Mex.</p>
<i>Requesting Party</i>	<p>Claimants have offered conflicting descriptions of the document. Mr. Taylor claims that the QE Claimants misstate the capacity of the recipients and the purpose of the document. If Mr. Taylor's observations are accurate (and Respondent does not have any reason to put them into question) there would be no basis for a claim of confidentiality or privilege by the QE Claimants on grounds of attorney-client privilege.</p> <p>The Respondent has no way of determining which party is correct and therefore, requests that a copy of the document(s) be produced for the Tribunal's eyes only, for a final determination on the validity of the QE Claimants' objection.</p>
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 3</b>	
<i>Requested Party</i>	Date: 10/19/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Neil Ayervais
	Email from Mr. Taylor to Mr. Burr and B-Mex's outside corporate counsel seeking legal advice regarding Cabo transaction and attaching draft agreement reflecting legal advice of B-Mex's outside corporate counsel regarding Cabo transaction.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice of B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's



	<p>corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S objection misstates the capacity of the recipients. This email was not addressed to Mr. Burr in his capacity as Manager for B-Mex but rather as a Manager of B-Cabo and as a borrower of funds from Taylor. This email was not addressed to Mr. Ayervais in his capacity as corporate counsel for B-Mex but rather in his capacity as Mr. Burr's attorney.</p> <p>The document attached to this email and the email itself deals with a contractual agreement solely between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, Burr or Ayervais nor B-Cabo were part of the agreement. In this email, I merely provided commentary on a document that I was willing to sign. Gordon Burr was merely the messenger between the parties subject to the agreement but was not to be a party in the proposed agreement. Gordon Burr was supposed to ultimately deliver the document to Ferdosi et al for signature.</p> <p>The body of the email is my input for a contract solely between myself and Mr. Ferdosi et al and which neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais assist me in putting this agreement between myself and Mr. Ferdosi et al also. Again, neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants in the subject contract. There are no communications or writing from Mr. Burr nor Mr. Ayervais in this email. In other words this document is a one-way communication to Burr and Ayervais from me. The email deals with terms for a contract between myself and Mr. Ferdosi et al, not with B-Cabo or B-Mex, Burr or Ayervais and they are not subject to the contract. If the email itself is privileged, the privilege is mine to waive. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive.</p>
<i>Requesting Party</i>	<p>Claimants have offered conflicting descriptions of the document. Mr. Taylor claims that the QE Claimants misstate the capacity of the recipients and the purpose of the document. If Mr. Taylor's observations are accurate (and Respondent does not have any reason to put them into question) there would be no basis for a claim of confidentiality or privilege by the QE Claimants on grounds of attorney-client privilege.</p> <p>The Respondent has no way of determining which party is correct and therefore, requests that a copy of the document(s) be produced for the</p>

	Tribunal's eyes only, for a final determination on the validity of the QE Claimants' objection.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 4</b>	
<i>Requested Party</i>	Date: 10/19/2013
	Author(s)/Sender(s)
	Recipient(s)
	[Note this entry is duplicative of Log # 3 above] <sup>3</sup> Email forwarding communication from Mr. Taylor to Mr. Burr and B-Mex's outside corporate counsel seeking legal advice regarding Cabo transaction and attaching draft agreement reflecting legal advice of B-Mex's outside corporate counsel regarding Cabo transaction.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice of B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S objection misstates the capacity of the recipients. This email was not addressed to Mr. Burr in his capacity as Manager for B-Mex but rather as a Manager of B-Cabo and as a borrower of funds from Taylor. This email was not addressed to Mr. Ayervais in his capacity as corporate counsel for B-Mex but rather in his capacity as Mr. Burr's attorney.</p> <p>The document attached to this email and the email itself deals with a contractual agreement (not settlement negotiations) solely between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, Burr or Ayervais nor B-Cabo were part of the agreement. In this email, I merely provided commentary on a document that I was willing to sign. Gordon Burr was merely the messenger between the parties subject to the agreement but was</p>

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<sup>3</sup> Mr. Taylor's production to the QEU&S Claimants contained various duplicate documents. The QEU&S Claimants logged each individual document Mr. Taylor produced to the QEU&S Claimants to ensure that each copy of the duplicate document would be withheld for privilege/confidentiality. The QEU&S Claimants specify in this log if a document is a duplicate so that the Tribunal does not have to independently consider the request for privilege/confidentiality.

	<p>not to be a party in the proposed agreement. Gordon Burr was supposed to ultimately deliver the document to Ferdosi et al for signature.</p> <p>The body of the email is my input for a contract solely between myself and Mr. Ferdosi et al and which neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais assist me in putting this agreement between myself and Mr. Ferdosi et al also. Again, neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants in the subject contract. There are no communications or writing from Mr. Burr nor Mr. Ayervais in this email. In other words this document is a one-way communication to Burr and Ayervais from me. The email deals with terms for a contract between myself and Mr. Ferdosi et al, not with B-Cabo or B-Mex, Burr or Ayervais and they are not subject to the contract. If the email itself is privileged, the privilege is mine to waive. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive.</p>
<i>Requesting Party</i>	Please refer to response to log entry # 5 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 5</b>	
<i>Requested Party</i>	Date: 10/20/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais; Gordon Burr
	Email chain between Mr. Taylor and B-Mex's outside corporate counsel reflecting legal advice regarding Cabo transaction.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S objection misstates the capacity of the recipients. This email was not addressed to Mr. Burr in his capacity as Manager for B-Mex but rather as a Manager of B-Cabo and as a borrower of funds from Taylor. This email was not addressed to Mr. Ayervais in his capacity as corporate counsel for B-Mex but rather in his capacity as Mr. Burr's attorney.</p>

	<p>The body of the email is my input for a contract (not settlement negotiations) solely between myself and Mr. Ferdosi et al and which neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais assist me in putting this agreement between myself and Mr. Ferdosi et al also. Again, neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants in the subject contract.</p> <p>There is a communication or writing from Mr. Ayervais in this email chain referencing his draft of another related contract. While the writing from Mr. Ayervais does not appear to reveal pertinent details of the other related contract, I am agreeable to all of Mr. Ayervais's comments being redacted.</p>
<i>Requesting Party</i>	Please refer to Respondent's response re Document log number 3 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 6</b>	
<i>Requested Party</i>	Date: 10/20/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email from Mr. Taylor to B-Mex's outside corporate counsel seeking legal advice regarding Cabo transaction.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice of B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S objection misstates the status of the recipients. This email was not addressed to Mr. Burr in his capacity as Manager for B-Mex but rather as a Manager of B-Cabo and as a borrower of funds from Taylor. This email was not addressed to Mr. Ayervais in his capacity as corporate counsel for B-Mex but rather in his capacity as Mr. Burr's attorney.</p> <p>The body of the email is my input for a contract (not settlement negotiations) solely between myself and Mr. Ferdosi et al and which neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais assist me in putting this agreement between myself and Mr. Ferdosi et al</p>

	<p>also. Again, neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants in the subject contract.</p> <p>There are no communications or writing from Mr. Burr nor Mr. Ayervais in this email. In other words, this document is a one-way communication to Burr and Ayervais from me. The email deals with terms for a contract between myself and Mr. Ferdosi et al, not with B-Cabo or B-Mex, Burr or Ayervais and they are not subject to the contract. If the email itself is privileged, the privilege is mine to waive. If Mr. Ayervais were deemed to be my attorney, the attorney client privilege with him would be mine to waive.</p>
<i>Requesting Party</i>	Please refer to Respondent's response re Document log number 3 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 7</b>	
<i>Requested Party</i>	Date: 10/23/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais; Gordon Burr
	[Note this entry is duplicative of Log # 1 above] Email from Mr. Taylor to Mr. Burr and B-Mex's outside corporate counsel requesting legal advice regarding the Cabo transaction and providing information to assist in rendering legal advice regarding same.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice of B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S objection misstates the capacity of the recipients. This email was not addressed to Mr. Burr in his capacity as Manager for B-Mex but rather as a Manager of B-Cabo and as a borrower of funds from Taylor. This email was not addressed to Mr. Ayervais in his capacity as corporate counsel for B-Mex but rather in his capacity as Mr. Burr's attorney.</p> <p>The document attached to this email and the email itself deals with a contractual agreement (not settlement negotiations) solely between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, Burr or Ayervais nor B-Cabo were part of the agreement. In this email, I merely provided</p>

	<p>commentary on a document that I was willing to sign. Gordon Burr was merely the messenger between the parties subject to the agreement but was not to be a party in the proposed agreement, Gordon Burr was supposed to ultimately deliver the document to Ferdosi et al for signature.</p> <p>The body of the transmittal email is my input for a contract solely between myself and Mr. Ferdosi et al and which neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais assist me in putting this agreement between myself and Mr. Ferdosi et al also. Again, neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants in the subject contract. There are no communications or writing from Mr. Burr nor Mr. Ayervais in this email. In other words this document is a one-way communication from Taylor to Burr and Ayervais. The email deals with terms for a contract between myself and Mr. Ferdosi et al, not with B-Cabo or B-Mex, Burr or Ayervais and they are not subject to the contract. If the email itself is privileged, the privilege is mine to waive. The exclusive basis for this claim by QEU&amp;S is that the attorney who was helping me draft the agreement also worked for Mr. Burr and also the B-Mex companies.</p>
<i>Requesting Party</i>	Please refer to the response to Log # 1 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 8</b>	
<i>Requested Party</i>	Date: 10/23/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais; Gordon Burr
	[Note this entry is duplicative of Log # 1 above] Email from Mr. Taylor to Mr. Burr and B-Mex's outside corporate counsel requesting legal advice regarding Cabo transaction and providing information to assist in rendering legal advice regarding same.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice of B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S objection misstates the capacity of the recipients. This email was not addressed to Mr. Burr in his capacity as Manager for B-Mex but rather as a Manager of B-Cabo and as a borrower of funds from Taylor.</p>

	<p>This email was not addressed to Mr. Ayervais in his capacity as corporate counsel for B-Mex but rather in his capacity as Mr. Burr's attorney.</p> <p>The document attached to this email and the email itself deals with a contractual agreement solely between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, Burr or Ayervais nor B-Cabo were part of the agreement. In this email, I merely provided commentary on a document that I was willing to sign. Gordon Burr was merely the messenger between the parties subject to the agreement but was not to be a party in the proposed agreement. Gordon Burr was supposed to ultimately deliver the document to Ferdosi et al for signature.</p> <p>The body of the transmittal email is my input for a contract solely between myself and Mr. Ferdosi et al and which neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais assist me in putting this agreement between myself and Mr. Ferdosi et al also. Again, neither Burr, Ayervais, B-Cabo, nor B-Mex, are participants in the subject contract. There are no communications or writing from Mr. Burr nor Mr. Ayervais in this email. In other words this document is a one-way communication to Burr and Ayervais from me. The email deals with terms for a contract between myself and Mr. Ferdosi et al, not with B-Cabo or B-Mex, Burr or Ayervais and they are not subject to the contract. If the email itself is privileged, the privilege is mine to waive. Mr. Ayervais was not my attorney but if he were deemed to be my attorney, the attorney client privilege with him would be mine to waive.</p>
<i>Requesting Party</i>	Please refer to the response to Log # 1 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 9</b>	
<i>Requested Party</i>	Date: 10/28/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): David Orta
	Email chain between Claimants' NAFTA Counsel and Mr. Taylor containing confidential information about the Engagement Agreement between Claimants and their counsel and mental impressions and strategy of counsel regarding the NAFTA arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Under the IBA Rules, Article 9.3(c), the Tribunal may take into consideration "the expectations of the Parties and their advisors at the time the legal impediment or privilege is said

	to have arisen.” The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
<i>Requesting Party</i>	<p>The Respondent notes that the Notice of Intent was submitted on 23 May 2014 (approximately 8 months <u>after</u> the stated date of the document) and at that time, all the Claimants were represented by White &amp; Case in the then potential NAFTA arbitration. This puts into question the accuracy of the description of the document and the basis for the claim of privilege/confidentiality of the document under Articles 9.2(b) and 9.3(c) of the IBA Rules.</p> <p>The Respondent further submits that the terms of the Engagement Agreement could be redacted and the document produced to the Respondent.</p>
<i>Tribunal</i>	Objection upheld. Document need not be produced.

**Document log number 10**

<i>Requested Party</i>	Date: 02/19/2019
	Author(s)/Sender(s): Jennifer M. Osgood
	Recipient(s): David Orta
	Correspondence between Claimants’ NAFTA Counsel and counsel for one of the Claimants containing confidential information about the NAFTA arbitration and the engagement agreement between Claimants and their counsel.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would remain confidential. They also expected that their discussions with counsel would be confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from disclosure under the attorney work-product doctrine and the attorney-client privilege.
<i>Requesting Party</i>	The Respondent does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

**Document log number 11**

<i>Requested Party</i>	Date: 01/09/2014
	Author(s)/Sender(s): Neil Ayervais



	Recipient(s): Jon Sawyer
	Email from B-Mex's outside corporate counsel to Jon Sawyer, counsel to Tim Brasel, constituting a settlement offer regarding a dispute related to the Cabo project.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b), and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document was provided to Taylor without any claims of confidentiality or privilege and the transmission to Taylor from Ayervais contained no such language. Any privileges were waived when Ayervais gave the document to Taylor, who was not a party to the threatened lawsuit or these negotiations.</p>
<i>Requesting Party</i>	<p>Pursuant to Article 9.3(d), the Tribunal may take into account any possible waiver of any applicable legal impediment or privilege by virtue of earlier disclosure.</p> <p>Mr. Taylor notes that he was not a party to the negotiations or the lawsuit. Yet, Mr. Ayervais disclosed to him the information contained in the email without any reservations of confidentiality or privilege. The Respondent agrees with Mr. Taylor that any claim of privilege or confidentiality has been waived by the QE Claimants on the grounds of earlier disclosure under Article 9.3(d).</p>
<i>Tribunal</i>	Objection dismissed. Document to be produced in full.

#### **Document log number 12**

<i>Requested Party</i>	Date: 5/29/2014
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting legal advice rendered by Claimants' former NAFTA counsel, White & Case LLP, pertaining to the filing of the notice of intent in the NAFTA Arbitration.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&amp;S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their former NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b), and 9.3(c).</p>

	<p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> This document circulated to unknown parties regarding the details for participating in a conference call for B-Mex, B-Mex II and Palmas South. The document is addressed from Erin Burr to Erin Burr. Erin Burr often sent out emails of this type prior to a Member meeting updating the Members on events occurring with the companies since the last meeting, similar to a shareholder wide information release prior to the annual meeting of a public company.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members (100s). If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>The document contains no language regarding privilege or advising the recipients to keep the information confidential. There are no indications of an expectation of confidentiality.</p>
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 13</b>	
<i>Requested Party</i>	Date: 01/14/2016
	Author(s)/Sender(s)
	Recipient(s)
	[Note this entry is duplicative of the QEU&S Claimants’ Privilege Log # 1] Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC discussing details of Claimants’ Engagement Agreement with NAFTA Counsel.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement. The Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC were entered at a time when the Engagement Agreement with QEU&S was being negotiated, and the minutes reflect the terms and of the agreement as well as other work product and attorney-client communications. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure. The document is also protected from

	<p>disclosure under the attorney work-product doctrine and the attorney-client privilege.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> Under the terms of the Operating Agreement and State Law, the Minutes are available to all members of B-Mex LLC, B-Mex II, LLC and Palmas South, LLC. The Minutes have already been revealed to and circulated among many of the B-Mex members. Quotes from these Minutes are part of the record in the Denver District Court and are already available to the public without limitation, in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants.</p>
<i>Requesting Party</i>	Please refer to the response to Log # 1 above.
<i>Tribunal</i>	The QE Claimants are directed to produce the 14 January 2016 Minutes of Special Meeting of Managers B-Mex LLC, B-Mex II, LLC and Palmas South, LLC, <u>subject to the redaction of those portions reflecting or recording (i) the terms of the Engagement Agreement and (ii) any attorney work product and attorney-client communications, save insofar as such portions have been previously disclosed in litigation between Randall Taylor, David Ponto and B-Mex LLC and B-Mex II, LLC, which portions should remain unredacted.</u>

<b>Document log number 14</b>	
<i>Requested Party</i>	Date: 5/29/2014
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	[Note this entry is duplicative of Log # 12 above] Email from Ms. Burr to B-Mex members reflecting legal advice rendered by Claimants' former NAFTA counsel, White& Case LLP, pertaining to the filing of the notice of intent in the NAFTA Arbitration.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&amp;S Claimants have not waived privilege in regard to this email communication. They also expected that legal advice rendered by their former NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b) and, 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document circulated to unknown parties regarding the details for participating in a conference call for B-Mex, B-Mex II and Palmas South. The document is addressed from Erin Burr to Erin Burr. Erin Burr often sent out emails of this type prior to a Member meeting updating the Members on</p>

	<p>events occurring with the companies since the last meeting, similar to a shareholder wide information release prior to the annual meeting of a public company.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members (100s). If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>The document contains no language regarding privilege or advising the recipients to keep the information confidential. There are no indications of an expectation of confidentiality.</p>
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

#### **Document log number 15**

<i>Requested Party</i>	Date: 01/18/2016
	Author(s)/Sender(s): Daniel Rudden
	Recipient(s): Neil Ayervais
	[Note this entry is duplicative of the QEU&S Claimants' Privilege Log # 16] Correspondence from a member and manager of B-Mex to B-Mex's outside corporate legal counsel seeking legal advice from Claimants' NAFTA counsel relating to various company matters.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

#### **Document log number 16**

<i>Requested Party</i>	Date: 5/29/2014
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	[Note this entry is duplicative of Log # 12 above] Email from Ms. Burr to B-Mex members reflecting legal advice rendered by Claimants' former NAFTA counsel, White & Case LLP, pertaining to the filing of the notice of intent in the NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement

	<p>waive the privilege. The QEU&amp;S Claimants have not waived privilege in regard to this email communication. They also expected that legal advice rendered by their former NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b) and, 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document circulated to unknown parties regarding the details for participating in a conference call for B-Mex, B-Mex II and Palmas South. The document is addressed from Erin Burr to Erin Burr. Erin Burr often sent out emails of this type prior to a Member meeting updating the Members on events occurring with the companies since the last meeting, similar to a shareholder wide information release prior to the annual meeting of a public company.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members (100s). If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>The document contains no language regarding privilege or advising the recipients to keep the information confidential. There are no indications of an expectation of confidentiality.</p>
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 17</b>	
<i>Requested Party</i>	Date: 08/08/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr; Gordon Burr
	Email chain between members of B-Mex reflecting legal advice of Claimants' former NAFTA Counsel, White & Case LLP, regarding initiation of the NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication. They also expected that legal advice

	<p>rendered by their former NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b) and, 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> This document is an email chain consisting of only two emails, , the first being an email from Erin Burr, circulated to unknown parties regarding the details for possible distributions.</p> <p>Erin Burr often sent out emails of this type prior to a Member meeting updating the Members on events occurring with the companies since the last meeting, similar to a shareholder wide information release prior to the annual meeting of a public company.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members (100s). If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>The Burr email contains no language regarding privilege or advising the recipients to keep the information confidential. There are no indications of an expectation of confidentiality.</p> <p>The Burr email, in addition to updates on the business activities, has a short section regarding the retention of White and Case for a NAFTA arbitration case and the closure of the DF casino. If the QEU&amp;S objection is sustained, the document should be redacted to remove the objectionable content, rather than eliminate the entire document from production (if this is possible under the Tribunal’s rules) as that information is material to the arbitration.</p> <p>The second email in the chain was from Taylor to Gordon and Erin Burr asking questions regarding the calculations of a potential distribution and makes no reference to NAFTA. No attorney was a recipient of this email.</p>
Requesting Party	<p>The Claimants have offered conflicting versions of the contents of the document. According to Mr. Taylor, the document contains updates of business activities and information about the closure of the DF Casino that would not be subject to attorney-client privilege.</p> <p>To the extent that the Claimants rely on their expectations of confidentiality, the Respondent notes that Article 9.3(c) does not offer stand-alone grounds for confidentiality. While the Tribunal may take into</p>

	<p>account the expectations of the Parties and their advisors, the language in that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege:</p> <p style="padding-left: 40px;"><i>“3. In considering issues of legal impediment or privilege under Article 9.2(b), and insofar as permitted by any mandatory legal or ethical rules that are determined by it to be applicable, the Arbitral Tribunal may take into account:</i></p> <p style="padding-left: 40px;">[...]</p> <p style="padding-left: 40px;"><i>(c) the expectations of the Parties and their advisors <b>at the time the legal impediment or privilege is said to have arisen;</b>”</i> [Emphasis added]</p> <p>The Respondents agrees that, to the extent that the documents contain privileged information, such as information about the retention of White &amp; Case, that information should be redacted, and the document produced to the Respondent.</p>
<i>Tribunal</i>	Tribunal’s ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 18</b>	
<i>Requested Party</i>	Date: 1/15/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s):
	Attorney work product of B-Mex's outside corporate counsel prepared in connection with potential litigation involving B-Cabo, LLC.
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The document is protected from disclosure under the work product doctrine. The QEU&amp;S Claimants also expected that materials prepared by its outside corporate counsel in anticipation of litigation would remain confidential, privileged, and protected from disclosure. Work Product Doctrine; IBA Rules, Articles 9.2(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> Ayervais was not working as outside counsel for B-Mex but rather as counsel for B-Cabo. Taylor was not a party to the litigation that was the subject of this document. Ayervais waived any privilege by distributing the document to a non-client and non-participant in the litigation.</p> <p>There were no claims of confidentiality or privilege or requests of Taylor to keep the document confidential in the email transmitting the document nor in the document itself.</p>

<i>Requesting Party</i>	<p>Pursuant to Article 9.3(d), the Tribunal may take into account any possible waiver of any applicable legal impediment or privilege by virtue of earlier disclosure.</p> <p>According to Mr. Taylor, Mr. Ayervais sent the email to him without any indication of confidentiality or privilege, despite the fact that Mr. Taylor was not involved in the litigation referred to in the email. Thus, if any privilege or confidentiality impediment existed, it has been waived by an early disclosure to Mr. Taylor.</p> <p>The Respondent reiterates that Article 9.3(c) does not offer alternative grounds for excluding evidence from production based on the expectations of a Party or its advisors. Even if it did, Mr. Taylor notes that when Mr. Ayervais shared that email with him, he did not ask that it be treated as confidential. Thus, there was no such expectation of confidentiality.</p>
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

**Document log number 19**

<i>Requested Party</i>	Date: 1/15/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s):
	[Note this entry is duplicative of Log # 18 above] Attorney work product of B-Mex's outside corporate counsel prepared in connection with potential litigation involving B-Cabo, LLC.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document is protected from disclosure under the work product doctrine. The QEU&amp;S Claimants also expected that materials prepared by its outside corporate counsel in anticipation of litigation would remain confidential, privileged, and protected from disclosure. Work Product Doctrine; IBA Rules, Articles 9.2(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> Ayervais was not working as outside counsel for B-Mex but rather as counsel for B-Cabo. Taylor was not a party to the litigation that was the subject of this document. Ayervais waived any privilege by distributing the document to a non-client and non-participant in the litigation. Ayervais was not Taylor's attorney.</p> <p>There were no claims of confidentiality or privilege or requests of Taylor to keep the document confidential in the email transmitting the document nor in the document itself.</p>
<i>Requesting Party</i>	Please refer to the response to Log # 18 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.



<b>Document log number 20</b>	
<i>Requested Party</i>	Date: 1/15/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s):
	Email chain between Mr. Taylor, B-Mex management, B-Mex's outside corporate counsel seeking legal opinion of B-Mex's outside corporate counsel regarding potential litigation involving B-Cabo, LLC.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> Ayervais was not working as outside counsel for B-Mex but rather as counsel for B-Cabo. Taylor was not a party to the litigation that was the subject of this document. Ayervais waived any privilege by distributing the document to a non-client and non-participant in the litigation. Ayervais was not Taylor's attorney.</p> <p>There were no claims of confidentiality or privilege or requests of Taylor to keep the document confidential in the email transmitting the document nor in the document itself.</p>
<i>Requesting Party</i>	Please refer to Respondent's response re Document log number 18 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 21</b>	
<i>Requested Party</i>	Date: 11/06/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting legal advice from Claimants' NAFTA Counsel related to the NAFTA Arbitration and discussing the terms and details of Claimants' Engagement Agreement with their NAFTA Counsel.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged, as required under the Engagement Agreement. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is an email of a company resolution for the members to vote upon. It does deal with authorizing the filing of a NAFTA claim.</p>

	<p>Erin Burr often sent out emails of this type prior to a Member meeting updating the Members on events occurring with the companies since the last meeting, similar to a shareholder wide information release prior to the annual meeting of a public company.</p> <p>The email was from Erin Burr and addressed only to Randall Taylor.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members. If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>There were no claims of confidentiality or privilege or requests of Taylor to keep the document confidential in the email transmitting the document nor in the document itself.</p>
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 22</b>	
<i>Requested Party</i>	Date: 01/17/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr; Erin Burr; Randall Taylor
	Email from B-Mex's outside corporate counsel to B-Mex management and Mr. Taylor attaching attorney work product prepared in connection with potential litigation involving B-Cabo, LLC.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> Ayervais was not working as outside counsel for B-Mex but rather as counsel for B-Cabo. Taylor was not a party to the litigation that was the subject of this document. Ayervais waived any privilege by distributing the document to a non-client and non-participant in the litigation. Ayervais was not Taylor's attorney.</p> <p>There were no claims of confidentiality or privilege or requests of Taylor to keep the document confidential in the email transmitting the document nor in the document itself.</p>

<i>Requesting Party</i>	<p>Pursuant to Article 9.3(d), the Tribunal may take into account any possible waiver of any applicable legal impediment or privilege by virtue of earlier disclosure.</p> <p>According to Mr. Taylor, Mr. Ayervais sent the email to him without any indication of confidentiality or privilege, despite the fact that Mr. Taylor was not involved in the litigation referred to in the email. Thus, if any privilege or confidentiality impediment existed, it has been waived by an early disclosure to Mr. Taylor.</p> <p>Finally, Article 9.3(c) does not offer alternative grounds for excluding evidence from production, but even if did, Mr. Taylor has noted that when Mr. Ayervais shared that email with him, he did not ask that it be treated as confidential. Thus, there cannot be an expectation of confidentiality over these documents.</p>
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 23</b>	
<i>Requested Party</i>	Date: 11/06/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members relaying legal assessment of Claimants' NAFTA Counsel regarding Claimants' NAFTA Arbitration and discussing the terms of their Engagement Agreement with NAFTA Counsel.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged, as required under the Engagement Agreement. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is an email concerning a company resolution for the members to vote upon. It does deal with authorizing the filing of a NAFTA claim.</p> <p>Erin Burr often sent out emails of this type prior to a Member meeting updating the Members on events occurring with the companies since the last meeting, similar to a shareholder wide information release prior to the annual meeting of a public company.</p> <p>The email was from Erin Burr and addressed only to Randall Taylor.</p>

	<p>QEU&amp;S claims the document was sent to the B-Mex Members (100s). If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>There were no claims of confidentiality or privilege in the document or requests of Taylor to keep the document confidential in the email transmitting the document nor in the document itself.</p>
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 24</b>	
<i>Requested Party</i>	Date: 01/21/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Gordon Burr; Erin Burr; Randall Taylor
	Email from B-Mex's outside corporate counsel providing information regarding litigation involving B-Cabo, LLC.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&amp;S Claimants have not waived privilege in regard to this email communication or any other communications. They also expected that their discussion with counsel, including legal advice rendered by counsel, in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a) and, 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> Ayervais was not working as outside counsel for B-Mex but rather as counsel for B-Cabo. Taylor was not a party to the litigation that was the subject of this email. Ayervais waived any privilege by distributing the document to a non-client and non-participant in the litigation. Ayervais was not Taylor's attorney.</p> <p>The email transmits publicly available information.</p>

	There were no claims of confidentiality or privilege or requests of Taylor to keep the document confidential in the email transmitting the document nor in the document itself.
<i>Requesting Party</i>	Please refer to Respondent's response re Document log number 22 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 25</b>	
<i>Requested Party</i>	Date: 11/06/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	[Note this entry is duplicative of Log # 21 above] Email from Ms. Burr to B-Mex members relaying legal assessment of Claimants' NAFTA Counsel regarding Claimants' NAFTA Arbitration and discussing the terms of their Engagement Agreement with NAFTA Counsel.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged, as required under the Engagement Agreement. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is an email of a company resolution for the members to vote upon. It does deal with authorizing the filing of a NAFTA claim.</p> <p>Erin Burr often sent out emails of this type prior to a Member meeting updating the Members on events occurring with the companies since the last meeting, similar to a shareholder wide information release prior to the annual meeting of a public company.</p> <p>The email was from Erin Burr and addressed only to Randall Taylor.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members (100s). If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>There were no claims of confidentiality or privilege or requests of Taylor to keep the document confidential in the email transmitting the document nor in the document itself.</p>

<i>Requesting Party</i>	Please refer to Respondent's response re Document log number 21 above.
<i>Tribunal</i>	No decision required.

<b>Document log number 26</b>	
<i>Requested Party</i>	Date: 11/08/2015
	Author(s)/Sender(s): Daniel Rudden
	Recipient(s):
	Communication from B-Mex Manager to U.S. and Mexican investors in B-Mex Companies and Juegos Companies reflecting information related to terms of the Engagement Agreement that was being negotiated between NAFTA Counsel and Claimants in NAFTA arbitration.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> QEU&amp;S claims the document was sent by Dan Rudden to the B-Mex Members. If so, there is no way to determine from the document who the recipients are. The sender is Dan Rudden and the only recipient listed is Dan Rudden. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>The document is a standard business update from Rudden addressed to "US and Mexican Investors, but it does not identify who those parties are or what companies they have invested in. There were no claims of confidentiality or privilege in the communication or requests of Taylor or any recipient to keep the document confidential in the email transmitting the document nor in the document itself.</p> <p>The document has no letterhead to identify what entity Rudden is representing and there is nothing in the document to so identify. The document is signed Dan Rudden, Manager, but fails to identify what company he is the manager of.</p> <p>The letter claims to be an update of a transaction not related to NAFTA.</p> <p>There is no attorney work product as Rudden is not an attorney.</p>
<i>Requesting Party</i>	Claimants offer conflicting descriptions of the document, making it impossible for the Respondent to assess the validity of the QE Claimants'

	<p>objection to production. However, it appears from the QE Claimants' description, that the document was distributed to a large group of people that are not involved in the NAFTA Arbitration (e.g., Mexican investors in the Juegos Companies) without any claim of confidentiality or privilege.</p> <p>The Respondent requests that a copy of the document be produced for the Tribunal's eyes only, for a final determination on the validity of the QE Claimant's objection.</p>
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 27</b>	
<i>Requested Party</i>	Date: 12/01/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email forwarding communication from B-Mex Boards to investors reflecting mental impressions and legal strategy of Claimants' NAFTA Counsel regarding the NAFTA Arbitration and discussing the terms of their Engagement Agreement with NAFTA Counsel.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged, as required under the Engagement Agreement. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i></p> <p>The email was from "Erin Burr, on behalf of Erin Burr &lt;eburr_kash@outlook.com&gt;" (not B-Mex) and addressed only to Randall Taylor who was not a client of QEU&amp;S at this time. Taylor was a member of B-Mex, LLC and B-Mex II, LLC at the time.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members (100s). If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>The document is a forward of an email Gordon Burr sent to Dan Rudden, John Conley, Tery Larew. The email is a response to a B-Mex shareholder letter and discusses a plethora of details regarding the conduct of B-Mex or related businesses in Mexico as well as NAFTA preparations.</p>

	<p>The letter contained the following boiler plate language at the bottom of the document, below Erin Burr’s signature line.</p> <p><b>PRIVILEGED &amp; CONFIDENTIAL</b></p> <p>Notice: The information contained in this e-mail message is intended only for the personal and confidential use of the members of B-Mex, LLC, B-Mex II, LLC and Palmas South, LLC. If the reader of this message is not the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.</p> <p>The document is clearly relevant to multiple issues in question in this litigation thus it has been produced.</p>
<i>Requesting Party</i>	<p>According to Mr. Taylor, Erin Burr sent him the email containing comments from the NAFTA Counsel and discussing the terms of the Engagement Agreement with NAFTA Counsel, at a time when Mr. Taylor was not a client of Quinn Emmanuel. Respondent maintains that the QE Claimants have waived any claim of privilege or confidentiality by previous disclosure under Article 9.3(d).</p> <p>Moreover, to the extent that the document contains or describes the terms of the Engagement Agreement, such information could and should be redacted and the document produced to the Respondent.</p>
<i>Tribunal</i>	<p>Tribunal’s ruling is reserved until issuance of the report by the privilege expert.</p>

<b>Document log number 28</b>	
<i>Requested Party</i>	Date: 12/01/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	<p>[Note this entry is duplicative of Log # 27 above]</p> <p>Email forwarding communication from B-Mex Boards to investors reflecting mental impressions and legal strategy of Claimants’ NAFTA Counsel regarding the NAFTA Arbitration and discussing the terms of their Engagement Agreement with NAFTA Counsel.</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i></p>



	<p>The email was from “Erin Burr, on behalf of Erin Burr &lt;eburr_kash@outlook.com&gt;” (not B-Mex) and addressed only to Randall Taylor who was not a client of QEU&amp;S at this time. Taylor was a member of B-Mex, LLC and B-Mex II, LLC at the time.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members (100s). If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which render moot any claims of confidentiality.</p> <p>It is a forward of an email Gordon Burr sent to Dan Rudden, John Conley, Tery Larew containing Burr’s response to a third party who is not a member of B-Mex. The response to the non-member in B-Mex discusses a plethora of details regarding the conduct of B-Mex or related businesses in Mexico as well as NAFTA preparations.</p> <p>This email contained the following boiler plate language at the bottom of the document, below Erin Burr’s signature line.</p> <p><b>PRIVILEGED &amp; CONFIDENTIAL</b>  Notice: The information contained in this e-mail message is intended only for the personal and confidential use of the members of B-Mex, LLC, B-Mex II, LLC and Palmas South, LLC. If the reader of this message is not the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.</p> <p>The document is clearly relevant to multiple issues in question in this litigation thus it has been produced.</p>
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p>
<i>Requesting Party</i>	Please refer to Respondent’s response re Document log number 27 above.
<i>Tribunal</i>	Tribunal’s ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 29</b>	
<i>Requested Party</i>	Date: 12/03/2015
	Author(s)/Sender(s): Erin Burr

	Recipient(s): Randall Taylor
	Email forwarding memorandum from Mexican outside counsel to B-Mex to B-Mex management containing legal advice regarding NAFTA Arbitration and potential Televisa transaction.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document is protected under attorney-client privilege. The document also reflects information related to confidential fee arrangement between NAFTA Counsel and Claimants in the NAFTA arbitration. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 30</b>	
<i>Requested Party</i>	Date: 12/03/2015
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Randall Taylor
	Email forwarding memorandum from Mexican outside counsel to B-Mex to B-Mex management containing legal advice regarding NAFTA Arbitration and potential Televisa transaction.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document is protected under attorney-client privilege. The document also reflects information related to confidential fee arrangement between NAFTA Counsel and Claimants in the NAFTA arbitration. The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	The document appears to contain privileged information but also non-privileged information about the Televisa transaction (presumably a reference to the attempt to sell the casinos to a third party) which is highly relevant to this proceeding.  The Respondent therefore requests that the Tribunal order the production of the document redacting the portions dealing with legal advice regarding the NAFTA arbitration.
<i>Tribunal</i>	Objection upheld. Document does not need to be produced.

<b>Document log number 31</b>	
<i>Requested Party</i>	Date: 12/31/2015

	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from E. Burr to B-Mex members reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	<p>The description of the document is vague and insufficient to assess the validity of the claim of privilege and confidentiality. The description indicates that the document contains “information related to confidential fee arrangement” without offering any further details about what that information is or how it is related to the confidential fee agreement, and without specifying whether the content of the document is limited to such information.</p> <p>The Respondent requests that, to the extent the email contains or describes the terms of the Engagement Agreement (i.e., the “confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA Arbitration”) that information should be redacted, and the document produced to the Respondent. Alternatively, Claimants should produce a copy of the document for the Tribunal’s eyes only for a final determination on the objection to production.</p>
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 32</b>	
<i>Requested Party</i>	Date: 12/31/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor;
	Email from Ms. Burr to Mr. Taylor relaying legal advice from Claimants' NAFTA Counsel regarding the implication of potential litigation involving B-Cabo, LLC on the NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their discussions with counsel and any legal advice related to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.

<i>Tribunal</i>	No decision required.
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<b>Document log number 33</b>	
<i>Requested Party</i>	Date: 09/21/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA Arbitration.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i></p> <p>The email was from "Erin Burr, on behalf of Erin Burr &lt;eburr_kash@outlook.com&gt;" (not B-Mex) and addressed only to Randall Taylor. Taylor was a member of B-Mex, LLC and B-Mex II, LLC at the time. No attorneys or attorney work product were involved in the communication.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members (100s). If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre which would breach claims of confidentiality.</p> <p>There was no claim of confidentiality or privilege within the document and no request Taylor keep the message confidential.</p> <p>At this time, no agreement had been reached with QEU&amp;S so there was no engagement agreement.</p>
<i>Requesting Party</i>	The description of the document is vague and insufficient to assess the validity of the claim of privilege and confidentiality. The description indicates that the document contains "information related to confidential fee arrangement" without offering any further details about what that information is, how it is related to the confidential fee agreement, or

	<p>specifying whether the content of the document is limited to such information.</p> <p>In addition, the Claimants offer conflicting descriptions of the document. Mr. Taylor claims that at the time, there was no agreement between Claimants and NAFTA Counsel. If Mr. Taylor’s observations are accurate (and Respondent does not have any reason to put them into question) there would be no basis for a claim of confidentiality or privilege by the QE Claimants on grounds of attorney-client privilege.</p> <p>The Respondent requests that, to the extent the email contains or describes the terms of the Engagement Agreement (i.e., the confidential fee arrangement referred to in the description) that information should be redacted, and the document produced to the Respondent. Alternatively, Claimants should produce a copy of the document for the Tribunal’s eyes only for a final determination on the objection to production.</p>
<i>Tribunal</i>	Tribunal’s ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 34</b>	
<i>Requested Party</i>	Date: 06/21/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email from Ms. Burr to Mr. Taylor relaying legal advice from Claimants’ NAFTA Counsel regarding the implication of potential litigation involving B-Cabo, LLC on the NAFTA Arbitration.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their discussions with counsel and any legal advice related to the NAFTA Arbitration would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 35</b>	
<i>Requested Party</i>	Date: 06/23/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email chain between Ms. Burr and Mr. Taylor relaying legal advice from Claimants’ NAFTA Counsel regarding the implication of potential litigation involving B-Cabo, LLC on the NAFTA Arbitration.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement

	waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or any other communications. They also expected that their discussion with counsel, including legal advice rendered by counsel in connection with the NAFTA Arbitration, would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b) and, 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 36</b>	
<i>Requested Party</i>	Date: 06/23/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	[Note this entry is duplicative of Log # 35 above] Email chain between Ms. Burr and Mr. Taylor relaying legal advice from Claimants' NAFTA Counsel regarding the implication of potential litigation involving B-Cabo, LLC on the NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or any other communications. They also expected that their discussion with counsel, including legal advice rendered by counsel, in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b), and, 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 37</b>	
<i>Requested Party</i>	Date: 09/03/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from

	<p>disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i></p> <p>The email was from “Erin Burr, on behalf of Erin Burr &lt;eburr_kash@outlook.com&gt;” (not B-Mex) and addressed only to Randall Taylor. Taylor was a member of B-Mex, LLC and B-Mex II, LLC at the time. No attorneys or attorney work product were part of the communication.</p> <p>QEU&amp;S claims the document was sent to the B-Mex Members. If so, there is no way to determine from the document who the recipients are. It is very possible the document could have been sent to non-members as B-Mex meetings were often attended by non-members and non-B-Mex members were often sent emails of this genre.</p> <p>There was no claim of confidentiality or privilege within the document and no request that Taylor (or anyone else) keep the message confidential.</p> <p>At the time of this communication, there was no engagement agreement with QEU&amp;S.</p>
<p><i>Requesting Party</i></p>	<p>The description of the document is vague and insufficient to assess the validity of the claim of privilege and confidentiality. The description indicates that the document contains “information related to confidential fee arrangement” without offering any further details about what that information is, how it is related to the confidential fee agreement, or specifying whether the content of the document is limited to such information.</p> <p>In addition, the Claimants offer conflicting descriptions of the document. Mr. Taylor claims that the document contains no attorney work product and that no attorneys were involved in the exchange, putting into question the claim based on attorney-client privilege and work product doctrine. If Mr. Taylor’s observations are accurate (and Respondent does not have any reason to put them into question) there would be no basis for a claim of confidentiality or privilege by the QE Claimants on grounds of attorney-client privilege.</p> <p>The Respondent requests that, to the extent that the email contains or describes the terms of the Engagement Agreement (i.e., the confidential fee arrangement referred to in the description) that information should be redacted, and the document produced to the Respondent. Alternatively,</p>

	Claimants should produce a copy of the document for the Tribunal's eyes only for a final determination on the objection to production.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 38</b>	
<i>Requested Party</i>	Date: 06/23/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email chain between Ms. Burr and Mr. Taylor relaying legal advice from Claimants' NAFTA Counsel regarding the implication of potential litigation involving B-Cabo, LLC on the NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or any other communications. They also expected that their discussion with counsel, including legal advice rendered by counsel, in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b) and, 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 39</b>	
<i>Requested Party</i>	Date: 06/08/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr
	Email chain between Mr. Taylor and B-Mex management requesting and providing information to assist preparation of potential litigation involving B-Cabo, LLC.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure under the work-product doctrine, as the parties to the communication were gathering information in preparation of potential litigation regarding the Cabo transaction. The QEU&S Claimants also expected that materials gathered in anticipation of litigation would remain confidential, privileged, and protected from disclosure. Work-Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(c).



	<p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The email chain is solely between Gordon Burr and myself regarding accounting on the repayment of loans to me from BCABO via Ferdosi et al. There is no discussion of legal strategy, no attorney work product involved and I had no expectation that the information would remain confidential. This is routine business correspondence regarding a debt.</p> <p>There was no claim of confidentiality or privilege within the document and no request that Taylor (or Burr) keep the message confidential.</p>
<i>Requesting Party</i>	<p>Claimants have offered conflicting descriptions of the document. Mr. Taylor claims that the email chain has no discussion of legal strategy nor attorney work product. If Mr. Taylor’s observations are accurate (and Respondent does not have any reason to put them into question) there would be no basis for a claim of confidentiality or privilege by the QE Claimants on grounds of attorney-client privilege.</p> <p>The Respondent has no way of determining which party is correct and therefore, requests that a copy of the document be produced for the Tribunal’s eyes only, for a final determination on the validity of the QE Claimant’s objection.</p>
<i>Tribunal</i>	Tribunal’s ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 40</b>	
<i>Requested Party</i>	Date: 09/04/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email forwarding communication from Claimants’ NAFTA Counsel to Mr. Gordon containing information related to confidential fee arrangement between Claimants.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	<p>The description of the document is vague and insufficient to assess the validity of the claim of privilege and confidentiality. The description indicates that the document contains “information related to confidential fee arrangement” without offering any further details about what that information is, how it is related to the confidential fee agreement, or specifying whether the content of the document is limited to such information.</p> <p>To the extent that the email contains or describes the terms of the Engagement Agreement (i.e., the confidential fee arrangement referred to in the</p>

	description) that information should be redacted, and the document produced to the Respondent.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 41</b>	
<i>Requested Party</i>	Date: 01/25/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting information related to the confidential fee arrangement between Claimants and their NAFTA Counsel and mental impressions and legal advice of Claimants' NAFTA Counsel regarding the NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	<p>The description of the document is vague and insufficient to assess the validity of the claim of privilege and confidentiality. The description indicates that the document contains "information related to confidential fee arrangement" without offering any further details about what that information is, how it is related to the confidential fee agreement, or specifying whether the content of the document is limited to such information.</p> <p>To the extent that the email contains or describes the terms of the Engagement Agreement (i.e., the confidential fee arrangement referred to in the description) and/or legal advice, that information should be redacted, and the document produced to the Respondent.</p>
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of (a) any portions recording or reflecting the Engagement Agreement or the terms thereof; and (b) any portions containing the mental impressions and legal advice of Claimants' NAFTA Counsel regarding the NAFTA Arbitration.

<b>Document log number 42</b>	
<i>Requested Party</i>	Date: 01/25/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting information related to confidential fee arrangement between Claimants and their NAFTA Counsel.

	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	The description offered by the Claimants is vague and insufficient to assess the validity of the objection to production. The Claimant simply indicates that the communication "reflects" "information related to" the confidential fee arrangement without offering any further details about what that information is, how it is related to the confidential fee agreement, or specifying whether the content of the document is limited to such information.  To the extent that the email contains or describes the terms of the Engagement Agreement (i.e., the confidential fee arrangement referred to in the description), that information should be redacted, and the document produced to the Respondent.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

**Document log number 43**

<i>Requested Party</i>	Date: 02/21/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Neil Ayervais; Gordon Burr; Randall Taylor
	Email chain between B-Mex management, Mr. Taylor, and Claimants' NAFTA Counsel reflecting confidential settlement negotiations between B-Mex management and Mr. Taylor, and containing legal advice of Claimants' NAFTA counsel regarding same.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for the purposes of settlement negotiations and for the purposes of securing legal advice of NAFTA Counsel regarding the implications of the proposed settlement agreement on the NAFTA Arbitration. The QEU&S Claimants expected that their confidential settlement communication would remain confidential. They also expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

**Document log number 44**

<i>Requested Party</i>	Date: 07/30/2016
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	Author(s)/Sender(s): Daniel Rudden
	Recipient(s): Randall Taylor
	Email forwarding communication from Gordon Burr to certain members of B-Mex, LLC, B-Mex II, LLC and Palmas South, LLC (i.e., Tery Larrew, Daniel Rudden, John Conley, Neil Ayervais, Erin Burr) discussing, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The Engagement Agreement entered into between QEU&amp;S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Accordingly, the QEU&amp;S Claimants expected that their communication discussing the details of the Engagement Agreement and QEU&amp;S' representation of Claimants in the NAFTA arbitration would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is not subject to disclosure.</p> <p>The QEU&amp;S Claimants also note that a portion of this communication was submitted by Respondent on record as part of Respondent's Exhibit <b>R-075</b> (i.e., Taylor Declaration). The QEU&amp;S Claimants hereby explicitly reserve their right to seek the Tribunal's leave to exclude Respondent's Exhibit <b>R-075</b> in full or in part from the record on the basis that Respondent's Exhibit <b>R-075</b> contains confidential and privileged materials that are protected from disclosure to third parties other than the QEU&amp;S Claimants and Mr. Taylor for the reasons explained above. The QEU&amp;S Claimants hereby request that Mexico and its counsel return all copies of or destroy Respondent's Exhibit <b>R-075</b>, or that it redact out any portion of that exhibit that contains any portion of the QEU&amp;S Claimants' Engagement Letter with its counsel, as the QEU&amp;S Claimants have not waived privilege or confidentiality with respect to their Engagement Letter. Moreover, nothing asserted herein should constitute a waiver of any rights to assert privilege and/or confidentiality over this document and/or any other documents.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> There were no lawyers involved in this communication nor was legal advice sought in the communication. The original email was shared with Taylor by Rudden with no request for confidentiality. The email has already been revealed to and circulated among many of the B-Mex members. The full and complete email is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants and is currently available to the public without limitation.</p>
<i>Requesting Party</i>	Mr. Taylor disputes the QE Claimants' description of the document. In particular, the claim that the document is legal advice subject to privilege, as "there were no lawyers involved". If Mr. Taylor's description is accurate (the Respondent has no reason to think otherwise) there would be no basis for the QE Claimants' claim of privilege/confidentiality.

	<p>Notwithstanding the above, Mr. Taylor points out that the documents are publicly available without limitation in the Denver District Court. Hence, any claim of confidentiality and privilege must be deemed waived pursuant to Article 9.3(d) of the IBA rules (i.e., earlier disclosure).</p> <p>Finally, it is worth noting that the QE Claimants acknowledge that the contents of the document are not limited to the discussion of the Engagement Agreement (i.e., it states that the document discusses, “inter alia”, the details of Claimants’ Engagement Agreement with NAFTA Counsel. To the extent that the document contains such discussions, those passages should be redacted and the document produced to the Respondent.</p> <p>The Respondent maintains this is not the appropriate time or place to address QE Claimants’ intention to seek the Tribunal’s leave to exclude Respondent’s Exhibit R-075 in full or in part, or their request that Mexico and its counsel return all copies of or destroy Respondent’s Exhibit R-075. The Respondent reserves the right to formally address these issues if and when the QE Claimants raise them before the Tribunal.</p>
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof, save insofar as it is already available to the public from the proceedings before the Denver District Court.

<b>Document log number 45</b>	
<i>Requested Party</i>	Date: 01/08/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email between B-Mex members discussing the details of fee arrangement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Accordingly, the QEU&S Claimants expected that their communication discussing the details of the Engagement Agreement and QEU&S’ representation of Claimants in the NAFTA arbitration would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is not subject to disclosure.
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 46</b>	
<i>Requested Party</i>	Date: 08/01/2016

	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email between Mr. Taylor, B-Mex management, and Claimants' NAFTA Counsel and B-Mex management seeking information regarding Claimants' NAFTA filings.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or any other communications. They also expected that their discussion with counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b) and, 9.3(c).
<i>Requesting Party</i>	The Respondent notes that the description is not consistent with the indicated author(s)/recipients(s). The description claims that this is an email between Mr. Taylor, B-Mex management, and Claimants' NAFTA Counsel and B-Mex management, however, the author is Ms. Erin Burr (not NAFTA Counsel) and the only identified recipient is Mr. Taylor.  In view of this inconsistency, the Respondent requests that a copy of the document be provided for the Tribunal's eyes only for a final determination on the claimed objection to production.
<i>Tribunal</i>	Objection upheld in full. Document need not be produced.

<b>Document log number 47</b>	
<i>Requested Party</i>	Date: 10/19/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting information related to confidential fee arrangement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	The description offered by the Claimants is vague and insufficient to assess the validity of the objection to production. In particular, it does not specify whether the contents of the document are limited to "information related to the confidential fee arrangement", nor does it provide any details of what that information is or how is it related to the confidential fee agreement.

	Mexico does not challenge the stated claim of privilege and/or confidentiality over “the confidential fee arrangement”. To the extent that the document contains or describes the terms of the confidential fee arrangement, this information should be redacted and the document produced to the Respondent.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 48</b>	
<i>Requested Party</i>	Date: 10/03/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email forwarding communication from John Conley to B-Mex members discussing confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the claim of privilege and/or confidentiality over “the confidential terms of the Engagement Agreement”. To the extent that the document contains or describes the terms of the Engagement Letter, this information should be redacted and the document produced to the Respondent.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 49</b>	
<i>Requested Party</i>	Date: 10/05/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members discussing confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client

	Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the claim of privilege and/or confidentiality over “the confidential terms of the Engagement Agreement”. To the extent that the document contains or describes the terms of the Engagement Letter, this information should be redacted and the document produced to the Respondent.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 50</b>	
<i>Requested Party</i>	Date: 11/18/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members relaying legal advice rendered by Claimants’ NAFTA Counsel regarding termination of the NAFTA.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or any other communications. They also expected that their discussion with counsel, including legal advice rendered by counsel, in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(a), 9.3(b), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 51</b>	
<i>Requested Party</i>	Date: 03/01/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members discussing confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client



	Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the claim of privilege and/or confidentiality over “the confidential terms of the Engagement Agreement”. To the extent that the document contains or describes the terms of the Engagement Letter, this information should be redacted, and the document produced to the Respondent.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 52</b>	
<i>Requested Party</i>	Date: 07/30/2016
	Author(s)/Sender(s): Daniel Rudden
	Recipient(s): Randall Taylor
	[Note this entry is duplicative of Log # 44 above] Email forwarding communication from Gordon Burr to certain members of B-Mex, LLC, B-Mex II, LLC and Palmas South, LLC discussing, inter alia, the details of Claimants’ Engagement Agreement with NAFTA Counsel.
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The Engagement Agreement entered into between QEU&amp;S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Accordingly, the QEU&amp;S Claimants expected that their communication discussing the details of the Engagement Agreement and QEU&amp;S’ representation of Claimants in the NAFTA arbitration would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is not subject to disclosure.</p> <p>The QEU&amp;S Claimants also note that a portion of this communication was submitted by Respondent on record as part of Respondent’s Exhibit <b>R-075</b> (<i>i.e.</i>, Taylor Declaration). The QEU&amp;S Claimants hereby explicitly reserve their right to seek the Tribunal’s leave to exclude Respondent’s Exhibit <b>R-075</b> in full or in part from the record on the basis that Respondent’s Exhibit <b>R-075</b> contains confidential and privileged materials that are protected from disclosure to third parties other than the QEU&amp;S Claimants and Mr. Taylor for the reasons explained above. The QEU&amp;S Claimants hereby request that Mexico and its counsel return all copies of or destroy Respondent’s Exhibit <b>R-075</b>, or that it redact out any portion of that exhibit that contains any portion of the QEU&amp;S Claimants’ Engagement Letter with its counsel, as the QEU&amp;S Claimants have not waived privilege or confidentiality with respect to their Engagement Letter. Moreover, nothing asserted herein should constitute a waiver of any rights to assert privilege and/or confidentiality over this document and/or any other documents.</p>

	<p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> There were no lawyers involved in this communication nor was legal advice sought in the communication. The original email was shared with Taylor by Rudden the very next day with no request for confidentiality. The email has already been revealed to and circulated among many of the B-Mex members. The full and complete email is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants and is currently available to the public without limitation.</p>
<i>Requesting Party</i>	<p>The Claimants have offered conflicting descriptions of the document making it impossible for the Respondent to assess the validity of the QE Claimants’ objections. In particular, Mr. Taylor disputes that the document contains legal advice and that legal advice was shough through the communication. If Mr. Taylor’s description is accurate (the Respondent has no reason to think otherwise) there would be no basis for the QE Claimants’ claim of privilege/confidentiality.</p> <p>Notwithstanding the above, Mr. Taylor points out that the documents are publicly available without limitation in the Denver District Court. Hence, any claim of confidentiality and privilege must be deemed waived pursuant to Article 9.3(d) of the IBA rules (i.e., earlier disclosure).</p> <p>Finally, it is worth noting that the QE Claimants acknowledge that the contents of the document are not limited to the discussion of the Engagement Agreement (i.e., it states that the document discusses, “inter alia”, the details of Claimants’ Engagement Agreement with NAFTA Counsel. To the extent that the document contains such discussions, those passages should be redacted, and the document produced to the Respondent.</p> <p>The Respondent maintains this is not the appropriate time or place to address QE Claimants’ intention to seek the Tribunal’s leave to exclude Respondent’s Exhibit R-075 in full or in part, or their request that Mexico and its counsel return all copies of or destroy Respondent’s Exhibit R-075. The Respondent reserves the right to formally address these issues if and when the QE Claimants raise them before the Tribunal.</p>
<i>Tribunal</i>	<p>Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof, save insofar as it is already available to the public from the proceedings before the Denver District Court.</p>

<b>Document log number 53</b>	
<i>Requested Party</i>	Date: 07/30/2016
	Author(s)/Sender(s): Daniel Rudden
	Recipient(s): Randall Taylor
	[Note this entry is duplicative of Log # 44 above]

	Email forwarding communication from Gordon Burr to certain members of B-Mex, LLC, B-Mex II, LLC and Palmas South, LLC discussing, inter alia, the details of Claimants' Engagement Agreement with NAFTA Counsel.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The Engagement Agreement entered into between QEU&amp;S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the attorney work-product doctrine and the attorney-client privilege. Accordingly, the QEU&amp;S Claimants expected that their communication discussing the details of the Engagement Agreement and QEU&amp;S' representation of Claimants in the NAFTA arbitration would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is not subject to disclosure.</p> <p>The QEU&amp;S Claimants also note that a portion of this communication was submitted by Respondent on record as part of Respondent's Exhibit <b>R-075</b> (<i>i.e.</i>, Taylor Declaration). The QEU&amp;S Claimants hereby explicitly reserve their right to seek the Tribunal's leave to exclude Respondent's Exhibit <b>R-075</b> in full or in part from the record on the basis that Respondent's Exhibit <b>R-075</b> contains confidential and privileged materials that are protected from disclosure to third parties other than the QEU&amp;S Claimants and Mr. Taylor for the reasons explained above. The QEU&amp;S Claimants hereby request that Mexico and its counsel return all copies of or destroy Respondent's Exhibit <b>R-075</b>, or that it redact out any portion of that exhibit that contains any portion of the QEU&amp;S Claimants' Engagement Letter with its counsel, as the QEU&amp;S Claimants have not waived privilege or confidentiality with respect to their Engagement Letter. Moreover, nothing asserted herein should constitute a waiver of any rights to assert privilege and/or confidentiality over this document and/or any other documents.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> There were no lawyers involved in this communication nor was legal advice sought in the communication. The original email was shared with Taylor by Rudden the very next day with no request for confidentiality. The email has already been revealed to and circulated among many of the B-Mex members. The full and complete email is part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants and is currently available to the public without limitation.</p>
<i>Requesting Party</i>	Please refer to the response to Log # 44 above.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof, save insofar as it is already available to the public from the proceedings before the Denver District Court.

<b>Document log number 54</b>	
<i>Requested Party</i>	Date: 07/31/2016

	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Daniel Rudden
	Email between members of the B-Mex companies reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The Engagement Agreement entered into between QEU&S and Claimants requires confidentiality as to the terms and details of said agreement and is protected from disclosure under the work-product doctrine and the attorney-client privilege. Accordingly, Mr. Rudden, a QEU&S Claimant, expected at the time of discussing the details of the Engagement Agreement with Mr. Taylor that their discussion would remain confidential and privileged. Mr. Taylor cannot unilaterally waive the privilege and he is bound by the confidentiality requirement under the Engagement Agreement. Therefore, the document is not subject to disclosure. Attorney-Client Privilege; Work Product Privilege; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 55</b>	
<i>Requested Party</i>	Date: 09/14/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from E. Burr to B-Mex members reflecting legal strategy and legal advice of Claimants' NAFTA Counsel regarding the case and discussing confidential terms of engagement with NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that legal advice and litigation strategy of their NAFTA Counsel would be confidential and privileged. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 56</b>	
<i>Requested Party</i>	Date: 09/16/2016
	Author(s)/Sender(s): Erin Burr

	Recipient(s): B-Mex members
	Email from E. Burr to B-Mex members reflecting legal strategy and legal advice of Claimants' NAFTA Counsel regarding the case and discussing confidential terms of engagement with NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that legal advice and litigation strategy of their NAFTA Counsel would be confidential and privileged. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 57</b>	
<i>Requested Party</i>	Date: 09/05/2016
	Author(s)/Sender(s): Douglas Black; Gordon Burr; Erin Burr; John Conley; Daniel Rudden
	Recipient(s):
	Statements from Nominees for Class B Directors in Mexican Companies reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	<p>Nothing in the description of this document indicates that it was intended for the purposes of seeking or providing legal advice and therefore, it is not subject to attorney-client privilege.</p> <p>The Claimants also claim that the document contains "information related" to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration. The description is insufficient to determine whether there is a proper claim of privilege and confidentiality.</p> <p>To the extent that the document contains or describes the terms of the Engagement Agreement, the Respondent maintains that this information should be redacted, and the document produced to the Respondent.</p> <p>The Claimants have not identified the basis for their claim based on "other work product" and "attorney-client communications". To the Respondent</p>

	knowledge, none of the authors of the documents are lawyers and no recipients have been identified.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 58</b>	
<i>Requested Party</i>	Date: 10/25/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Erin Burr; David Orta
	Email chain between Claimants' NAFTA Counsel, Mr. Taylor, Claimants, and B-Mex's outside corporate counsel, requesting and discussing legal advice from NAFTA Counsel regarding NAFTA filings.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for the purposes of securing legal advice of NAFTA Counsel. Various of the QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 59</b>	
<i>Requested Party</i>	Date: 10/25/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email chain between Claimants' NAFTA Counsel, Mr. Taylor, Claimants, and B-Mex's outside corporate counsel, requesting and reflecting legal advice from NAFTA Counsel regarding NAFTA filings and the Chow settlement.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for the purposes of securing legal advice of NAFTA Counsel. The QEU&S Claimants are copied on the communication and they expected that their discussion with counsel would be confidential and privileged. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
<i>Requesting Party</i>	The description claims that the document consists of an email chain between "Claimants' NAFTA Counsel, Mr. Taylor, Claimants and B-Mex's outside

	<p>counsel”, however, neither the “Author” (Erin Burr) nor the “Recipient” (Mr. Taylor) acts as Claimant’s NAFTA Counsel or B-Mex’s corporate counsel. The claim that the communication was “for the purposes of securing legal advice of NAFTA Counsel” is also questionable because Claimants’ NAFTA Counsel do not appear as either an author or a recipient of the email chain. The Respondent maintains that simply copying Counsel on a communication does not automatically makes it a privileged or confidential communication.</p> <p>The mere fact that NAFTA Counsel might have been copied in the communication (which, by the way, is not apparent from the listed author(s) and recipient(s)) does not automatically makes it a privileged and/or confidential communication.</p> <p>For these reasons, Mexico submits that the communication is not subject to attorney-client privilege or barred from disclosure on any other grounds.</p>
<i>Tribunal</i>	Objection upheld in full. Document need not be produced.

<b>Document log number 60</b>	
<i>Requested Party</i>	Date: 03/16/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Neil Ayervais
	Email chain between B-Mex Board of Managers, B-Mex members, and B-Mex’s outside corporate counsel discussing legal advice from Claimants’ NAFTA Counsel regarding settlement negotiations and potential litigation/arbitration between company members and reflecting information related to confidential terms of the Engagement Agreement with NAFTA Counsel.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. In addition, the parties discussing a potential settlement agreement had expectations that their negotiations, the resulting agreement and its terms would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b), and 9.3(c), this document, which reflects, among other things, discussions regarding a potential settlement agreement, is not subject to disclosure. The document is also protected from disclosure under the attorney-client privilege.
<i>Requesting Party</i>	<p>Nothing in the description of this document indicates that it was intended for the purposes of seeking and/or providing legal advice. Moreover, nothing in the description of the document suggests that Mr. Ayervais was acting in his capacity of corporate counsel.</p> <p>Furthermore, Claimants do not claim that the communication contains the terms of the Engagement Agreement but rather that it contains “information related to the Engagement Agreement” without providing any further details</p>

	<p>about what that information is, how it is related to the Engagement Agreement, or specifying whether the content of the document is limited to such information.</p> <p>The Respondent maintains that this is insufficient to make a determination as to the validity of the claim of privilege/confidentiality. To the extent that the document contains or describes the terms of the Engagement Agreement, this information should be redacted, and the document produced to the Respondent.</p> <p>The Respondent reiterates that a Party's purported expectations of confidentiality are not a stand-alone basis for a claim of confidentiality or privilege over a document under Article 9.3(c). While it is true that, under Article 9.3(c), the Tribunal may take into account the expectations of the Parties and their advisors, the language of that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege, and the Claimants have failed to do so.</p> <p>Finally, with respect to the claim that the document discusses legal advice regarding settlement negotiations and potential litigation/arbitration between company members, the Respondent maintains that the vague description does not allow it to make a determination on the validity of the claim of confidentiality and/or privilege. The Respondent requests that the Tribunal orders the QE Claimants to produce a copy of the document for the Tribunal's eyes only to allow its members to make a determination.</p>
<i>Tribunal</i>	<p>Objection upheld in part. Document to be produced subject to the redaction of: (a) any portions recording or reflecting the Engagement Agreement or the terms thereof; and (b) any portions containing legal advice from Claimants' NAFTA Counsel regarding settlement negotiations and potential litigation/arbitration between company members.</p>

<b>Document log number 61</b>	
<i>Requested Party</i>	Date: 04/21/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex's outside corporate counsel to Mr. Taylor responding to Mr. Taylor's request for certain corporate information and conveying counsel's mental impressions and legal opinion regarding potential litigation/arbitration between company members.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The parties expected that their discussions related to potential litigation between company members, and any attorney work product to this effect, would remain confidential. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), this document is privileged and confidential and thus not subject to disclosure.



<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 62</b>	
<i>Requested Party</i>	Date: 08/21/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor; Gordon Burr
	Email chain between Claimants' NAFTA Counsel, the QEU&S Claimants, B-Mex managers and Mr. Taylor reflecting information related to engagement agreement between NAFTA Counsel and Claimants.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work-Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Respondent notes that none of the identified author(s) and recipient(s) act as "Claimants' NAFTA Counsel", which puts into question the contention that the document consists of an "Email chain between <u>Claimants' NAFTA Counsel</u> , the QEU&S Claimants, B-Mex managers and Mr. Taylor [...]". The Respondent maintains that simply copying Counsel on a communication does not automatically makes it a privileged or confidential communication. Importantly, Claimants do not allege that the communication was for the purposes of seeking or providing legal advice.  To the extent that the document contains or describes the terms of the Engagement Agreement, the Respondent submits that this information can and should be redacted, and the document should be produced to the Respondent.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 63</b>	
<i>Requested Party</i>	Date: 08/21/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor
	Email chain between Claimants' NAFTA Counsel, Mr. Taylor, counsel to Mr. Taylor and the QEU&S Claimants reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and

	Claimants in NAFTA arbitration and containing legal advice and mental impressions of NAFTA Counsel regarding the NAFTA arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; Work-Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 64</b>	
<i>Requested Party</i>	Date: 06/29/2018
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members providing information related to the NAFTA Arbitration and reflecting mental impressions and opinion of Claimants' NAFTA Counsel regarding same.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The parties to the communication expected that it would remain privileged and confidential. The communication is even marked as privileged and confidential. It also reflects attorney-client communications and NAFTA Counsel's mental impressions and opinion about the case. Therefore, the document is not subject to disclosure. Attorney-Client Privilege; Work-Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 65</b>	
<i>Requested Party</i>	Date: 01/18/2016
	Author(s)/Sender(s): Daniel Rudden
	Recipient(s): Neil Ayervais
	[Note this entry is duplicative of the QEU&S Claimants' Privilege Log # 16] Correspondence from a member and manager of B-Mex to B-Mex's outside corporate legal counsel seeking legal advice from Claimants' NAFTA counsel relating to various company matters.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication is privileged and not subject to disclosure, since the attorney-client privilege exists between a lawyer and each client in a joint engagement

	and Mr. Taylor may not disclose privileged communications to persons outside the joint representation unless all joint clients in the engagement waive the privilege. The QEU&S Claimants have not waived privilege in regard to this email communication or with respect to any communications. They also expected that legal advice rendered by their former NAFTA counsel in connection with the NAFTA Arbitration would remain confidential, privileged, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
<i>Requesting Party</i>	See reply to Document log No. 16.
<i>Tribunal</i>	No decision required.

<b>Document log number 66</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Board document reflecting liabilities of Claimants' U.S. Companies.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is privileged and confidential because it reflects information related to fees in the NAFTA Arbitration and is related to a confidential settlement agreement. It also reflects information related to confidential fee arrangement between the US companies and outside corporate counsel.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The Document information was left blank. Per a spreadsheet listing the names of the documents QEU&amp;S is challenging, #66 is apparently "16.6.16 Exhibit G Grand Odyssey List of creditors showing loan owed Randall Taylor B-Mex copy.pdf." The document is a financial document that was provided Taylor by Rudden with no claims of privilege or requests for confidentiality. The document is responsive to Mexico requests 18 and 21. The only reference to NAFTA is a line item showing fees paid to a law firm. There is no attorney work product nor legal analysis.</p>
<i>Requesting Party</i>	<p>The Claimants failed to identify the author(s), recipient(s) and provide a description of the document as required under PO 9 and Annex A thereto. This leaves the Respondent with no means to assess the validity of the claims of confidentiality and/or privilege submitted by the QE Claimants.</p> <p>Notwithstanding the foregoing, the Respondent observes that Mr. Taylor describes the document as a financial document he provided to Mr. Rudden with no claims or requests of privilege or confidentiality. The Respondent therefore maintains that the objection to production based on claims of privilege/confidentiality should be rejected.</p>

	To the extent that the document refers to the fees paid to a law firm for the NAFTA arbitration, this information could and should be redacted, and the document produced to the Respondent.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting: (a) information related to fees in the NAFTA Arbitration; and (b) information related to confidential fee arrangement between the US companies and outside corporate counsel.

<b>Document log number 67</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s):
	Recipient(s):
	[Note this entry is duplicative of Log # 66 above] Board document reflecting financial liabilities of Claimants' U.S. Companies.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is privileged and confidential because it reflects information related to fees in the NAFTA Arbitration and is related to a confidential settlement agreement. It also reflects information related to confidential fee arrangement between the US companies and outside corporate counsel.  <i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The Document information was left blank. Per a spreadsheet listing the names of the documents QEU&S is challenging, #67 is apparently "16.6.16 Rudden gives Taylor Exhibit G Grand Odyssey creditor list shows money owed Taylor as a loan.pdf.pdf." The document is a financial document that was provided Taylor by Rudden with no claims of privilege or requests for confidentiality. The document is responsive to Mexico requests 18 and 21. The only reference to NAFTA is a line item showing fees paid to a law firm. There is no attorney work product nor legal analysis.
<i>Requesting Party</i>	Please refer to Respondent's response to Document log No. 66.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions reflecting: (a) information related to fees in the NAFTA Arbitration; and (b) information related to confidential fee arrangement between the US companies and outside corporate counsel.

<b>Document log number 68</b>	
<i>Requested Party</i>	Date: 01/20/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; John Conley; Daniel Rudden

	Email from Mr. Taylor to B-Mex managers reflecting information related to confidential fee arrangement between Claimants and NAFTA Counsel.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This email is a business communication regarding settlement of a business loan obligation owed by B-Mex II to Taylor. The document was not prepared as a settlement of a legal dispute and is not meant to settle a legal dispute. It is meant to settle a business dispute. The document was drafted by Taylor and delivered only to Board Members Conley, Rudden and Burr. No attorneys were part of this communication. There is no return communication from B-Mex or its attorneys in the document. There is no request for confidentiality or claims of privilege. There is one reference to the NAFTA funding but no details on that NAFTA funding whatsoever are provided. The document is relevant only because the funds loaned were utilized to fund the Cabo project. Taylor had no expectation of confidentiality.</p>
<i>Requesting Party</i>	<p>Based on Mr. Taylor's representations, the document does not contain legal advice, and no attorneys were part to the communication. If this information is correct (and the Respondent has no reason to doubt that it is) the document would not be subject to privilege and/or confidentiality.</p> <p>In view of the divergent positions by the Claimant parties, Respondent requests the Tribunal to order production of the document, for the Tribunal's eyes only, so that it can make an informed determination over this log entry.</p>
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 69</b>	
<i>Requested Party</i>	Date: 06/21/2016
	Author(s)/Sender(s): John Conley
	Recipient(s): Randall Taylor
	Email forwarding email chain reflecting information related to confidential fee arrangement between Claimants and NAFTA Counsel and containing confidential settlement discussions as well as legal advice of counsel to B-Mex board member.

	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it constitutes confidential settlement discussions. IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> In this document John Conley forwarded an email from his personal attorney, Nick Rudden, providing advice regarding document log # 68. There is no request for confidentiality or claims of privilege in Conley's transmittal. By so forwarding the email, Conley waived all claims of attorney client privilege as to that document. The discussions are regarding settling a business dispute, not a legal dispute and are thus not confidential. There is no mention of NAFTA within the entire communication. Because this matter deals with a business dispute and not a legal dispute, there is no privilege.</p>
<i>Requesting Party</i>	<p>QE Claimants' alleged expectations of confidentiality are not an alternative basis to allege privilege or confidentiality. While it is true that, under Article 9.3(c), the Tribunal may take into account the expectations of the Parties and their advisors, the language of that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege, which the Claimants have failed to do.</p> <p>To the extent that the document contains or describes the terms of the Engagement Agreement, this information should be redacted and the document produced to the Respondent.</p> <p>It is also worth noting that, pursuant to Article 9.3(d), the Tribunal may take into account any possible waiver of any applicable legal impediment or privilege by virtue of earlier disclosure. The Respondent submits that Mr. Conley waived any privilege that might have applied to the advice provided in the email from his personal attorney, which was forwarded to Mr. Taylor without any reservations regarding privilege or confidentiality.</p> <p>Finally, Mr. Taylor states that the document refers to the settlement of a business dispute not a legal dispute. As such, it would not be subject to confidentiality under Article 9.3(b) of the IBA Rules.</p>
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 70</b>	
<i>Requested Party</i>	Date: 06/22/2016
	Author(s)/Sender(s): Randall Taylor

	Recipient(s): Dan Rudden
	Email forwarding email chain between Mr. Taylor, B-Mex managers, and counsel to B-Mex managers reflecting information related to confidential fee arrangement between Claimants and NAFTA Counsel and containing confidential settlement discussions as well as legal advice of counsel to B-Mex board member.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it constitutes confidential settlement discussions. IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> In this email chain, John Conley forwarded an email from his personal attorney, Nick Rudden, providing advice regarding document log # 68. There is no request for confidentiality or claims of privilege in Conley's transmittal. By so forwarding the email, Conley waived all claims of attorney client privilege as to that document. The discussions are regarding settling a business dispute, not a legal dispute and are thus not confidential. There is no mention of NAFTA issues within the entire communication. Because this matter deals with a business dispute and not a legal dispute, there is no privilege.</p> <p>The later emails in the chain fail to mention NAFTA and are basically limited to trying to schedule a meeting to discuss the debt.</p>
<i>Requesting Party</i>	<p>The description provided by the QE Claimants is vague and insufficient to determine whether the claims for privilege and confidentiality are valid. The description indicates that the document contains "information related to confidential fee arrangement" without offering any further details about what that information is, how it is related to the confidential fee agreement, or specifying whether the content of the document is limited to such information. Moreover, Mr. Taylor disputes the description offered by the QE Claimants and offers one of his own. If Mr. Taylor's observations are correct (and the Respondent has no reason to doubt that they are), WE Claimants' objection based on confidentiality/privilege over the document.</p> <p>Respondent requests the Tribunal to order production of a copy for the Tribunal's eyes only, so that it can make an informed determination over the documents at issue.</p>
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 71</b>	
<i>Requested Party</i>	Date: 06/23/2016

	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Email chain between Mr. Taylor, B-Mex managers, and B-Mex's outside corporate counsel containing mental impressions and legal opinion of B-Mex's outside corporate counsel regarding potential dispute involving B-Mex and its management.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that their discussion with corporate counsel would be confidential and privileged. The document is also protected from disclosure as it reflects confidential settlement discussions. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This is an email chain initiated by Ayervais, with B-MEX Board Members copied, regarding the scheduling of a meeting to discuss the offers detailed in the documents described in log numbers 68-70 (above) which concern a debt owed by B-Mex II to Taylor. The email chain contains no claims or privilege or confidentiality and no requests that Taylor or anyone else keep the communication confidential. The discussions are regarding settling a business dispute, not a legal dispute and are thus not confidential. The only reference to NAFTA involves a passing non-specific reference to Taylor being paid from NAFTA funds with no details provided with that reference. Because this matter deals with a business dispute and not a legal dispute, there is no privilege.</p>
<i>Requesting Party</i>	<p>The QE Claimants' description of the document and the respective claims for privilege and/or confidentiality are vague and insufficient to support a claim of privilege/confidentiality. Moreover, the description offered by the QE Claimants is disputed by Mr. Taylor. If Mr. Taylor's description is to be believed (and Respondent has no reason doubt it), there would be no grounds for the QE Claimants' claim for privilege or confidentiality over this document.</p> <p>Respondent requests the Tribunal to order production of a copy for the Tribunal's eyes only, so that it can make an informed determination over the documents at issue.</p>
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 72</b>	
<i>Requested Party</i>	Date: 06/24/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email chain between Mr. Taylor, B-Mex managers, and B-Mex's outside corporate counsel containing mental impressions and legal opinion of B-



	Mex’s outside corporate counsel regarding potential dispute involving B-Mex and its management.
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that their discussion with corporate counsel would be confidential and privileged. The document is also protected from disclosure as it reflects confidential settlement discussions. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b) and 9.3(c)</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> This document is an email chain initiated by Ayervais, with B-Mex Board Members copied, regarding the scheduling of a meeting to discuss the offers detailed in the documents described in log numbers 68-70 (above) which concern a debt owed by B-Mex II to Taylor. The email chain contains no claims or privilege or confidentiality and no requests that Taylor or anyone else keep the communication confidential. The discussions are regarding settling a business dispute, not a legal dispute and are thus not confidential. The only reference to NAFTA involves one passing non-specific reference to Taylor being paid from NAFTA funds with no details provided with that reference. Because this matter deals with a business dispute and not a legal dispute, there is no privilege. There is no reference to the terms of the engagement agreement.</p>
<i>Requesting Party</i>	<p>The QE Claimants’ description of the document is vague and insufficient to assess the claims for privilege and/or confidentiality. Moreover, the description is disputed by Mr. Taylor. If Mr. Taylor’s description is to be believed (and Respondent has no reason doubt it), there would be no grounds for the QE Claimants’ claim for privilege or confidentiality over this document.</p> <p>Respondent requests the Tribunal to order production of a copy for the Tribunal’s eyes only, for a final determination on the validity of the QE Claimants’ objection.</p>
<i>Tribunal</i>	Tribunal’s ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 73</b>	
<i>Requested Party</i>	Date: 06/24/2016
	Author(s)/Sender(s): Daniel Rudden
	Recipient(s): Randall Taylor
	Email forwarding communication between B-Mex managers and B-Mex’s outside corporate counsel reflecting confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel and containing mental impressions and legal opinion of corporate counsel regarding potential dispute involving B-Mex and its management.

	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their settlement communication with Mr. Taylor would be confidential and privileged. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is an unsolicited forward of an email chain between Rudden, Ayervais and the other B-Mex Board Members. Rudden forwarded the mail chain to me without any claims of privilege or requests for confidentiality which renders any such claims invalid. The email chain deals primarily with the debt owed Taylor described in Log items 68-73 which is a business issue, not involving legal settlement. There is only one non-specific mention of the existence of the NAFTA litigation (by Rudden) in the entire email chain.</p>
<i>Requesting Party</i>	<p>The QE Claimants' description of the document is insufficient to make a determination as to the validity of the objection. Moreover, the description of the document is disputed by Mr. Taylor. If Mr. Taylor's description is to be believed (and Respondent has no reason doubt it), there would be no grounds for the QE Claimants' claim for privilege or confidentiality over this document. Respondent requests the Tribunal to order production of a copy for the Tribunal's eyes only, so that it can make an informed determination over the documents at issue.</p> <p>To the extent that the document contains or describes the terms of the Engagement Agreement, this information should be redacted, and the document produced to the Respondent.</p> <p>The Respondent reiterates that a Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). While it is true that, under Article 9.3(c), the Tribunal may take into account the expectations of the Parties and their advisors, the language of that provision makes it clear that the Party seeking to withhold the document from production is still required to establish the existence of a legal impediment or privilege.</p>
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 74</b>	
<i>Requested Party</i>	Date: 07/12/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor

	Letter from B-Mex’s corporate counsel to Mr. Taylor reflecting confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel and constituting a confidential settlement communication.
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. In addition, this communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> This document is a settlement offer regarding the business dispute, not legal dispute between Taylor and B-Mex regarding the debt owed Taylor by B-Mex II, discussed in Log items 68 to 73 above, authored by Ayervais. The single reference to NAFTA is the general statement that funds received from the NAFTA litigation may be used to pay the obligation. Because this matter deals with a business dispute and not a legal dispute, there is no privilege.</p>
<i>Requesting Party</i>	<p>Mr. Taylor disputes the QE Claimants’ description of the document. In particular, the claim that the document constitutes a confidential settlement communication. If Mr. Taylor’s description is accurate (the Respondent has no reason to think otherwise) there would be no basis for the QE Claimants’ claim of privilege/confidentiality.</p> <p>To the extent that the document contains or describes the terms of the Engagement Letter, this information should be redacted, and the document produced.</p> <p>The Respondent reiterates that a Party’s purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.</p>
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 75</b>	
<i>Requested Party</i>	Date: 07/12/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	[Note this entry is duplicative of Log # 74 above]

	Letter from B-Mex’s corporate counsel to Mr. Taylor reflecting confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel and constituting a confidential settlement communication.
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. In addition, this communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> This document is a settlement offer regarding the business dispute, not legal dispute between Taylor and B-Mex regarding the debt owed Taylor by B-Mex II, discussed in Log items 68 to 73 above, authored by Ayervais. The single reference to NAFTA is the general statement that funds received from the NAFTA litigation may be used to pay the obligation. Because this matter deals with a business dispute and not a legal dispute, there is no privilege.</p>
<i>Requesting Party</i>	See reply to Document log No. 74.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 76</b>	
<i>Requested Party</i>	Date: 07/12/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	[Note this entry is duplicative of Log # 74 above] Letter from B-Mex’s corporate counsel to Mr. Taylor reflecting confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel and constituting a confidential settlement communication.
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. In addition, this communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> This document is a settlement offer regarding the business dispute,</p>

	not legal dispute between Taylor and B-Mex regarding the debt owed Taylor by B-Mex II, discussed in Log items 68 to 73 above, authored by Ayervais. The single reference to NAFTA is the general statement that funds received from the NAFTA litigation may be used to pay the obligation. There is no reference to the engagement agreement. Because this matter deals with a business dispute and not a legal dispute, there is no privilege.
<i>Requesting Party</i>	See reply to Document log No. 74.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 77</b>	
<i>Requested Party</i>	Date: 02/14/2017
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor; Gordon Burr
	Email chain between Mr. Taylor, B-Mex’s outside corporate counsel, and certain managers of B-Mex relaying legal advice from Claimants’ NAFTA Counsel regarding the NAFTA case and constituting a confidential settlement offer.
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that their discussion with NAFTA Counsel regarding the NAFTA case would remain privileged and confidential. Mr. Taylor cannot unilaterally waive the privilege, as it belongs to the QEU&amp;S Claimants as well. In addition, this communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure. The document is also protected from disclosure under the attorney-client privilege.</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> This document is a multi-part email chain wherein Taylor makes a settlement offer regarding the business dispute, not a legal dispute, between Taylor and B-Mex regarding the debt owed Taylor by B-Mex II, discussed in Log items 68 to 73 above. Taylor, It has responses from Conley, Rudden, Ayervais, The single reference to NAFTA is the general statement that funds received from the NAFTA litigation may be used to pay the obligation. Because this matter deals with a business dispute and not a legal dispute, there is no privilege. There is no reference to the terms of the engagement agreement.</p>
<i>Requesting Party</i>	Mr. Taylor disputes the QE Claimants’ description of the document. In particular, the claim that the document discusses privileged legal advice and confidential settlement negotiations that could be subject to confidentiality. If Mr. Taylor’s description is accurate (the Respondent has no reason to think

	<p>otherwise) there would be no basis for the QE Claimants' claim of privilege/confidentiality.</p> <p>The Respondent notes that there is no evidence that Mr. Ayervais was acting in his capacity as legal corporate counsel for the B-Mex companies nor is there any evidence that the document was for the purposes of seeking or receiving legal advice.</p> <p>The Respondent reiterates that a Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.</p> <p>Mr. Taylor also disputes that the document refers to the terms of the engagement agreement, however, to the extent that the document contains or describes the terms of the Engagement Letter, this information should be redacted, and the document produced.</p>
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of: (a) any portions recording or reflecting the Engagement Agreement or the terms thereof; and (b) any portions containing legal advice from Claimants' NAFTA Counsel regarding the NAFTA case.

<b>Document log number 78</b>	
<i>Requested Party</i>	Date: 08/23/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais
	Email chain between Mr. Taylor, B-Mex managers, and B-Mex's outside corporate counsel reflecting confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel and containing confidential settlement discussion.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it contains confidential settlement discussions. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is a multi-part email chain wherein Taylor makes a settlement offer regarding the business dispute, not a legal dispute, between Taylor and B-Mex regarding the debt owed Taylor by B-Mex II, discussed in Log items 68 to 73 above. The chain has responses from Conley, Rudden, and Ayervais, The single reference to NAFTA is the general statement that funds received from the NAFTA litigation may be used to pay the obligation.</p>

	<p>Because this matter deals with a business dispute and not a legal dispute, there is no privilege.</p> <p>No one in the entire chain makes any claims to privilege or confidentiality nor do they ask any of the other parties to keep the email chain information confidential.</p>
<i>Requesting Party</i>	<p>Mr. Taylor disputes the QE Claimants' description of the document. In particular, the claim that the document discusses confidential settlement negotiations that could be subject to confidentiality. If Mr. Taylor's description is accurate (the Respondent has no reason to think otherwise) there would be no basis for the QE Claimants' claim of privilege/confidentiality.</p> <p>The Respondent notes that there is no evidence that Mr. Ayervais was acting in his capacity as legal corporate counsel for the B-mex companies nor is there any evidence that the document was for the purposes of seeking or receiving legal advice.</p> <p>The Respondent reiterates that a Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.</p> <p>Mr. Taylor also disputes that the document refers to the terms of the Engagement Agreement, however, to the extent that the document contains or describes the terms of the Engagement Agreement, this information should be redacted, and the document produced.</p> <p>It should also be noted that the claim that the document reflects confidential terms of the Engagement Agreement is being used as blanket justification for confidentiality. Mr. Taylor has noted several times that there are no references to the Engagement Agreement in these documents.</p>
<i>Tribunal</i>	<p>Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.</p>

<b>Document log number 79</b>	
<i>Requested Party</i>	Date: 09/02/2016
	Author(s)/Sender(s): John Conley
	Recipient(s): Neil Ayervais
	Email chain between Mr. Taylor, B-Mex managers and B-Mex's outside corporate counsel reflecting confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel and containing legal advice of B-Mex's outside corporate counsel regarding settlement proposal.

	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it contains confidential settlement discussions and legal advice of B-Mex's outside corporate counsel regarding proposal. The QEU&amp;S Claimants expected that their discussion with counsel would remain confidential and privileged and Mr. Taylor cannot unilaterally waive the privilege in regard to this communication. Attorney-Client Privilege; Articles 9.2(b), 9.3(a) 9.3(b), and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is multi part email chain wherein Taylor makes a settlement offer regarding the business dispute, not a legal dispute, between Taylor and B-Mex regarding the debt owed Taylor by B-Mex II, discussed in Log items 68 to 73 above. The chain has responses from Conley, Rudden, and Ayervais and is largely a continuation of the email chain that is the subject of Log Number 78. The extremely limited references to NAFTA are only general statements that funds received from the NAFTA litigation may be used to pay the obligation. Because this matter deals with a business dispute and not a legal dispute, there is no privilege in the "settlement". No one in the entire chain makes any claims to privilege or confidentiality nor do they ask any of the other parties to keep the email chain information confidential.</p>
<i>Requesting Party</i>	See response to document log 79.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of: (a) any portions recording or reflecting the Engagement Agreement or the terms thereof; and (b) any portions containing legal advice of B-Mex's outside corporate counsel regarding settlement proposal.

<b>Document log number 80</b>	
<i>Requested Party</i>	Date: 11/08/2016
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s): Randall Taylor
	Letter from B-Mex's corporate counsel to Mr. Taylor reflecting confidential terms of the Engagement Agreement between Claimants.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(c), the document is protected from disclosure.
<i>Requesting Party</i>	The Respondent reiterates that a Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or



	<p>privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.</p> <p>To the extent that the document discusses or reproduces the terms of the Engagement Agreement, those excerpts should be redacted and the document should be produced to the Respondent.</p>
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 81</b>	
<i>Requested Party</i>	Date: 02/15/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Neil Ayervais
	Email chain between Mr. Taylor, B-Mex's outside corporate counsel, and certain managers of B-Mex relaying legal advice from Claimants' NAFTA Counsel regarding the NAFTA case and reflecting confidential settlement negotiation.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their discussion with the NAFTA Counsel regarding the NAFTA case would remain privileged and confidential. Mr. Taylor cannot unilaterally waive the privilege, as it belongs to the QEU&S Claimants as well. In addition, this communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure. The document is also protected from disclosure under the attorney-client privilege.
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 82</b>	
<i>Requested Party</i>	Date: 02/15/2017
	Author(s)/Sender(s): Gordon Burr
	Recipient(s): Neil Ayervais; Randall Taylor
	Email chain between Mr. Taylor, B-Mex's outside corporate counsel, and certain managers of B-Mex relaying legal advice from Claimants' NAFTA Counsel regarding the NAFTA case and reflecting confidential settlement negotiation.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their discussion with the NAFTA Counsel regarding the NAFTA case would remain privileged and confidential. Mr. Taylor

	cannot unilaterally waive the privilege, as it belongs to the QEU&S Claimants as well. In addition, this communication was made for the purposes of settlement negotiations and the parties to the communication also expected that their communication would remain confidential and privileged. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure. The document is also protected from disclosure under the attorney-client privilege.
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 83</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is a draft settlement offer, authored by Randall Taylor, regarding the business dispute, not legal dispute between Taylor and B-Mex regarding the debt owed Taylor by B-Mex II, discussed in Log items 68 to 73 above. There is no reference to the engagement agreement. The single reference to NAFTA is the general statement that funds received from the NAFTA litigation may be used to pay the obligation. Because this matter deals with a business dispute and not a legal dispute, there is no settlement privilege.</p>
<i>Requesting Party</i>	<p>The Claimants failed to identify the author(s), recipient(s) as required under PO 9 and Annex A thereto.</p> <p>According to the description offered by Mr. Taylor, he is the author of the document and the document makes no reference to the Engagement Agreement.</p> <p>With respect the confidential settlement negotiation, Mr. Taylor affirms that the document relates to a business dispute and not a legal dispute. Therefore, it would not be protected from disclosure under Article 9.3(b).</p>

<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.
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<b>Document log number 84</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure.
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 85</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure.
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 86</b>	
<i>Requested Party</i>	Date: 10/19/2013
	Author(s)/Sender(s):
	Recipient(s):
	Draft agreement reflecting legal advice of B-Mex's outside corporate counsel regarding the Cabo transaction.

	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice from B-Mex's corporate counsel regarding B-Mex's corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex's corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the International Bar Association Rules on the Taking of Evidence in International Arbitration ("<b>IBA Rules</b>"), Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document is a draft of a contractual agreement (not settlement negotiations) between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, nor B-Cabo were part of the agreement. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais help draft this one also. In the previous dealings with Ferdosi et al, Ayervais represented that he was representing Gordon Burr and B-Cabo not B-Mex. The draft deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with Burr, B-Mex, B-Cabo, nor Ayervais. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the document.</p> <p>The exclusive basis for this claim by QEU&amp;S is that the attorney who was helping me draft the agreement also happened to work for Mr. Burr and also the B-Mex companies.</p>
<i>Requesting Party</i>	Claimants have offered conflicting descriptions of the document. Mr. Taylor disputes the QE Claimants' contention that the document reflects settlement negotiations and clarifies that the draft agreement did not involve any of the other Claimants in this proceeding ("The draft deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with Burr, B-Mex, B-Cabo, nor Ayervais"). If this contention is accurate (and Respondent does not have any basis to doubt that it is) there would be no grounds for a claim of confidentiality or privilege by the QE Claimants. Mr. Taylor does not assert a claim of confidentiality or privilege over the document.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 87</b>	
<i>Requested Party</i>	Date: 10/23/2013
	Author(s)/Sender(s):

	Recipient(s):
	Draft agreement attached to email communication from Mr. Taylor to Mr. Burr and B-Mex's outside corporate counsel requesting legal advice regarding the Cabo transaction and providing information to assist in rendering legal advice regarding same.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is prepared by B-Mex's outside corporate counsel and shared with B-Mex management and Mr. Taylor upon their request for legal advice from counsel regarding the Cabo transaction. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document is a draft of a contractual agreement (not settlement negotiations) between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, nor B-Cabo were part of the agreement. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais help draft this one also. In the previous dealings with Ferdosi et al, Ayervais represented that he had been representing Gordon Burr and B-Cabo not B-Mex. The draft deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with Burr, B-Mex, B-Cabo, nor Ayervais. Clearly, any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the document.</p> <p>The exclusive basis for this claim by QEU&amp;S is that the attorney who was helping me draft the agreement also happened to work for Mr. Burr and also the B-Mex companies.</p>
<i>Requesting Party</i>	Claimants have offered conflicting descriptions of the document. Mr. Taylor disputes the QE Claimants' contention that the document reflects settlement negotiations and clarifies that the draft agreement did not involve any of the other Claimants in this proceeding ("The draft deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with Burr, B-Mex, B-Cabo, nor Ayervais"). If this contention is accurate (and Respondent does not have any basis to doubt that it is) there would be no grounds for a claim of confidentiality or privilege by the QE Claimants. Mr. Taylor does not assert a claim of confidentiality or privilege over the document.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 88</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s):
	Recipient(s):

	[Note this entry is duplicative of Log # 83 above] Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b) and 9.3(c), the document is protected from disclosure.  <i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is a draft settlement offer, authored by Randall Taylor, regarding the business dispute, not legal dispute between Taylor and B-Mex regarding the debt owed Taylor by B-Mex II, discussed in Log items 68 to 73 above. There is no reference to the engagement agreement. The single reference to NAFTA is the general statement that funds received from the NAFTA litigation may be used to pay the obligation. Because this matter deals with a business dispute and not a legal dispute, there is no settlement privilege
<i>Requesting Party</i>	Please refer to response to log # 83 above.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 89</b>	
<i>Requested Party</i>	Date: 10/23/2013
	Author(s)/Sender(s):
	Recipient(s):
	[Note this entry is duplicative of Log # 87 above] Draft agreement reflecting legal advice of B-Mex's outside corporate counsel regarding the Cabo transaction.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is prepared by B-Mex's outside corporate counsel and shared with B-Mex management and Mr. Taylor upon their request for legal advice from counsel regarding the Cabo transaction. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).  <i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document is a draft of a contractual agreement (not settlement negotiations) between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, nor B-Cabo were part of the agreement. Mr. Ayervais was

	drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais help draft this one also. In the previous dealings with Ferdosi et al, Ayervais represented that he had been representing Gordon Burr and B-Cabo not B-Mex. The draft deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with Burr, B-Mex, B-Cabo, nor Ayervais. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the document.
<i>Requesting Party</i>	Please refer to the response to Log # 87 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 90</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b), and 9.3(c), the document is protected from disclosure.
<i>Requesting Party</i>	To the extent that the document contains or describes the terms of the Engagement Agreement, this information should be redacted and the document produced. The Respondent reiterates that a Party's purported expectations of confidentiality are not an alternative basis for a claim of confidentiality or privilege over a document under Article 9.3(c). Identifying the basis for the legal impediment or privilege is still required.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 91</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s):
	Recipient(s):
	Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.

	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b), and 9.3(c), the document is protected from disclosure.
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 92</b>	
<i>Requested Party</i>	Date: 10/19/2013
	Author(s)/Sender(s):
	Recipient(s):
	[Note this entry is duplicative of Log # 86 above] Draft agreement reflecting legal advice of B-Mex's outside corporate counsel regarding the Cabo transaction.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is prepared by B-Mex's outside corporate counsel and shared with B-Mex management and Mr. Taylor upon their request for legal advice from counsel regarding the Cabo transaction. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).  <i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document is a draft of a contractual agreement (not settlement negotiations) between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, nor B-Cabo were part of the agreement. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais help draft this one also. In the previous dealings with Ferdosi et al, Ayervais represented that he was representing Gordon Burr and B-Cabo not B-Mex. The draft deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with Burr, B-Mex, B-Cabo, nor Ayervais. Clearly any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the document. The exclusive basis for this claim by QEU&S is that the attorney who was helping me draft the agreement also happened to work for Mr. Burr and also the B-Mex companies.
<i>Requesting Party</i>	See reply to Document log No. 86.



<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.
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**Document log number 93**

<i>Requested Party</i>	Date: 10/23/2013
	Author(s)/Sender(s):
	Recipient(s):
	[Note this entry is duplicative of Log # 87 above] Draft agreement reflecting legal advice of B-Mex's outside corporate counsel regarding Cabo transaction.
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> This document is prepared by B-Mex's outside corporate counsel and shared with B-Mex management and Mr. Taylor upon their request for legal advice from counsel regarding the Cabo transaction. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document is a draft of a contractual agreement (not settlement negotiations) between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, nor B-Cabo were part of the agreement. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais help draft this one also. In the previous dealings with Ferdosi et al, Ayervais represented that he had been representing Gordon Burr and B-Cabo not B-Mex. The draft deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with Burr, B-Mex, B-Cabo, nor Ayervais. Clearly, any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the document.</p> <p>The exclusive basis for this claim by QEU&amp;S is that the attorney who was helping me draft the agreement also happened to work for Mr. Burr and also the B-Mex companies.</p>
<i>Requesting Party</i>	See reply to Document log No. 87.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

**Document log number 94**

<i>Requested Party</i>	Date: 12/31/2015
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Excel spreadsheet prepared by Ms. Burr for B-Mex members containing confidential information regarding fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.

	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

**Document log number 95**

<i>Requested Party</i>	Date: 11/13/2015
	Author(s)/Sender(s): Robert S. Brock
	Recipient(s): Daniel Rudden; Gordon Burr; John Conley
	Letter from B-Mex Company member to B-Mex Board of Managers reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration and legal advice related to the NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. They also expected that their discussions with counsel would be confidential, privileged and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).
<i>Requesting Party</i>	Challenge of privilege or confidentiality claim, if any
<i>Tribunal</i>	No decision required.

**Document log number 96**

<i>Requested Party</i>	Date: 03/14/2017
	Author(s)/Sender(s): David A. Ponto
	Recipient(s): Neil Ayervais
	Letter from Mr. Ponto to B-Mex's outside corporate counsel reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).

	<p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The Letter is from B-Mex II, LLC member, David Ponto requesting information and documents from B-Mex II that Ponto had the rights to have under the terms of the B-Mex II operating agreement. There are no references to terms contained in the engagement letter, whatsoever. There are three references recognizing the mere existence of a NAFTA lawsuit but no terms or legal positions are discussed or revealed. There is no attorney work product involved as there is no response from B-Mex and Ponto is not an attorney. Any claims of privilege would be Ponto's to waive.</p> <p>Ponto provided me with the letter with no request for confidentiality nor claims of privilege.</p>
<i>Requesting Party</i>	<p>Mr. Taylor disputes the QE Claimants' description of the document. In particular, the claim that the document reflects the terms of the Engagement Agreement and other work product and attorney-client privilege. If Mr. Taylor's more detailed description is accurate (the Respondent has no reason to think otherwise) there would be no basis for the QE Claimants' claim of privilege/confidentiality.</p> <p>Moreover, pursuant to Article 9.3(d), the Tribunal may take into account any possible waiver of any applicable legal impediment or privilege by virtue of earlier disclosure. Mr. Ponto's disclosure of the document to Mr. Taylor without a request for confidentiality must be interpreted as a waiver of confidentiality and/or privilege.</p> <p>As mentioned above, the claim that the document reflects confidential terms of the Engagement Agreement is used as a blanket justification for confidentiality. Mr. Taylor has noted several times that there are no references to the Engagement Agreement in these documents.</p> <p>In this case, according to Mr. Taylor, the document is a request of information that Mr. Ponto was entitled to have under an operating agreement. The Respondent notes that there is no evidence that either Mr. Ponto or Mr. Ayervais were acting as counsel for B-Mex II. Furthermore, according to Mr. Taylor there are no references to the Engagement Letter and the references to NAFTA are just with respect to the existence of an arbitration proceeding.</p>
<i>Tribunal</i>	<p>Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.</p>

<b>Document log number 97</b>	
<i>Requested Party</i>	Date: 03/13/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Neil Ayervais

	Letter from Mr. Taylor to B-Mex's outside corporate counsel reflecting information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 98</b>	
<i>Requested Party</i>	Date: 07/31/2016
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Daniel Rudden
	Excel spreadsheet exchanged between B-Mex members containing information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 99</b>	
<i>Requested Party</i>	Date: 10/19/2013
	Author(s)/Sender(s):
	Recipient(s):
	[Note this entry is duplicative of Log # 86 above] Draft agreement reflecting legal advice of B-Mex's outside corporate counsel regarding Cabo transaction.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> Attorney-Client Privilege; IBA Rules, Articles 9.2(b) and 9.3(a).

	<p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document is a draft of a contractual agreement (not settlement negotiations) between Randall Taylor and Farzen Ferdosi, Christopher Erickson, Timothy Brasel and Medano Beach Hotel, S.de R.L. de C.V. Neither B-Mex, nor B-Cabo were part of the agreement. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais help draft this one also. In the previous dealings with Ferdosi et al, Ayervais represented that he was representing Gordon Burr and B-Cabo not B-Mex. The draft deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with Burr, B-Mex, B-Cabo, nor Ayervais. Clearly, any claims to confidentiality to that attached agreement are mine alone to make. There is no mention of NAFTA or an engagement agreement or terms thereof anywhere in the document.</p> <p>The exclusive basis for this claim by QEU&amp;S is that the attorney who was helping me draft the agreement also happened to work for Mr. Burr and also the B-Mex companies.</p>
<i>Requesting Party</i>	Please refer to Respondent's submission on document # 86 above.
<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 100</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s):
	Recipient(s):
	[Note this entry is duplicative of Log # 90 above] Draft settlement agreement reflecting confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects confidential settlement negotiation. Therefore, under the IBA Rules, Articles 9.2(b), 9.3(b), and 9.3(c), the document is protected from disclosure.
<i>Requesting Party</i>	Please refer to Respondent's submission in Log # 90 above
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 101</b>	
<i>Requested Party</i>	Date:
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Members of B-Mex, LLC and B-Mex II, LLC

	<p>Communication from Mr. Taylor to B-Mex members, including a number of attachments reflecting, inter alia, information related to confidential fee arrangement between NAFTA Counsel and Claimants in NAFTA arbitration.</p>
	<p><i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&amp;S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a) and 9.3(c).</p> <p>The QEU&amp;S Claimants also note that a portion of this communication was submitted by Respondent on record as part of Respondent's Exhibit <b>R-075</b> (i.e., Taylor Declaration). The QEU&amp;S Claimants hereby explicitly reserve their right to seek the Tribunal's leave to exclude Respondent's Exhibit <b>R-075</b> in full or in part from the record on the basis that Respondent's Exhibit <b>R-075</b> contains confidential and privileged materials that are protected from disclosure to third parties other than the QEU&amp;S Claimants and Mr. Taylor for the reasons explained above. The QEU&amp;S Claimants hereby request that Mexico and its counsel return all copies of or destroy Respondent's Exhibit <b>R-075</b>, or that it redact out any portion of that exhibit that contains any portion of the QEU&amp;S Claimants' Engagement Letter with its counsel, as the QEU&amp;S Claimants have not waived privilege or confidentiality with respect to their Engagement Letter. Moreover, nothing asserted herein should constitute a waiver of any rights to assert privilege and/or confidentiality over this document and/or any other documents.</p> <p><i>Taylor objection to QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The document, a statement of candidacy for the Boards of B-Mex and B-Mex II, was drafted by me and has already been circulated to multiple members of B-Mex and B-Mex II. Significant portions are already part of the record in the Denver District Court in the case Randall Taylor and David Ponto, as Plaintiffs and B-Mex LLC and B-Mex II, LLC, as Defendants and is currently available to the public without limitation.</p>
<i>Requesting Party</i>	<p>QE Claimants' description of the document is insufficient to determine whether they can properly claim confidentiality or privilege over the document. The Respondent notes that the QE Claimants have not described in any significant detail the alleged "other work product and attorney-client communications". Notwithstanding the above, Mr. Taylor points out that the documents are publicly available without limitation in the Denver District Court. Hence, any claim of confidentiality and privilege must be deemed waived pursuant to Article 9.3(d) of the IBA rules (i.e., earlier disclosure).</p> <p>The Respondent believes this is not the appropriate time or place to address QE Claimants' intention to seek the Tribunal's leave to exclude Respondent's</p>

	Exhibit <b>R-075</b> in full or in part, or their request that Mexico and its counsel return all copies of or destroy Respondent’s Exhibit <b>R-075</b> . The Respondent reserves the right to formally address these issues if and when the QE Claimants raise them before the Tribunal.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof, save insofar as it is already available to the public from the proceedings before the Denver District Court.

<b>Document log number 102</b>	
<i>Requested Party</i>	Date: 01/15/2014
	Author(s)/Sender(s): Neil Ayervais
	Recipient(s):
	Work product of B-Mex’s outside corporate counsel prepared in connection with potential litigation involving B-Cabo, LLC.
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The document is protected from disclosure under the work product doctrine. The QEU&amp;S Claimants and their corporate counsel expected that attorney work product materials would be confidential, privileged, and protected from disclosure. Work Product Doctrine; IBA Rules, Articles 9.2(b) and 9.3(c).</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> Ayervais was not working as outside counsel for B-Mex but rather as counsel for B-Cabo. Taylor is not a member of B-Cabo. Taylor was not a party to the litigation that was the subject of this document. Ayervais waived any privilege by distributing the document to a non-client and non-participant in the litigation. Ayervais was not Taylor’s attorney.</p> <p>There were no claims of confidentiality or privilege or requests of Taylor to keep the document confidential in the email transmitting the document nor in the document itself.</p>
<i>Requesting Party</i>	Based on the description offered by Mr. Taylor, the Respondent submits that any claim of privilege and/or confidentiality was waived by earlier disclosure of the document to non-members of B-Cabo and non-participants of the alleged litigation, including Mr. Taylor. (See Article 9.3(d) of the IBA Rules).
<i>Tribunal</i>	Tribunal’s ruling is reserved until issuance of the report by the privilege expert.

<b>Document log number 103</b>	
<i>Requested Party</i>	Date: 10/17/2013
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Neil Ayervais

	<p>Email from Mr. Taylor to Mr. Burr and B-Mex’s outside corporate counsel, seeking legal advice regarding agreement with Farzin Ferdosi regarding Cabo project.</p>
	<p><i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The email communication was made for purposes of securing legal advice of B-Mex’s corporate counsel regarding B-Mex’s corporate matters. As such, the communication is protected from disclosure under attorney-client privilege, and Mr. Taylor cannot waive privilege on behalf of B-Mex. The parties to the communication also expected that their discussion with B-Mex’s corporate counsel regarding B-Mex corporate matters would remain confidential, privileged, and protected from disclosure. Therefore, under the IBA Rules, Articles 9.2(b) and 9.3(a), this document is privileged and confidential and thus not subject to disclosure.</p> <p><i>Taylor objection to QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> The QEU&amp;S objection misstates the capacity of the recipients. This email was not addressed to Mr. Burr in his capacity as Manager for B-Mex but rather as a Manager of B-Cabo and as a borrower of funds from Taylor. This email was not addressed to Mr. Ayervais in his capacity as corporate counsel for B-Mex but rather in his capacity as Mr. Burr’s attorney</p> <p>The attachment to the email is clearly not confidential as it is a signed letter agreement between Gordon Burr (it is unclear if he is acting under his own authority or his authority for B-Cabo) and Farzin Ferdosi and Stanhope, LLC. There is no reference to any attorney in the attachment; no legal questions dealt with. The attached business agreement deals purely with business contractual matters, among them being Randall Taylor receiving a 1% interest for his having loaned most of the money being provided to Farzin Ferdosi and Stanhope, LLC. <u>The signed letter agreement attachment was provided Taylor as an individual and not in his capacity as member of any LLC. The attachment was provided Taylor with no reference to nor provision for confidentiality thus any privilege or confidentiality was waived.</u></p> <p>The body of the email is my input for a future contract with Mr. Ferdosi et al. Mr. Ayervais was drafting another related contract for Mr. Burr and Mr. Burr offered to have Ayervais help draft this one also. There are no communications or writing from Mr. Burr nor Mr. Ayervais in this email. In other words this is a one-way communication to Burr and Ayervais. The email deals solely with terms for a contract between myself and Mr. Ferdosi et al, not with B-Cabo or B-Mex. B-Cabo and B-Mex are not subject to the contract and have no interest.</p>
<i>Requesting Party</i>	<p>Based on Mr. Taylor’s representations the document does not seek nor provides legal advice and therefore, it is not confidential or subject to attorney-client privilege or the work-product doctrine.</p>



<i>Tribunal</i>	Tribunal's ruling is reserved until issuance of the report by the privilege expert.
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<b>Document log number 104</b>	
<i>Requested Party</i>	Date: 08/21/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Gordon Burr; Erin Burr; Neil Ayervais
	Email chain between Mr. Taylor, B-Mex management, Claimants' NAFTA Counsel and B-Mex's outside corporate counsel discussing, <i>inter alia</i> , confidential terms of the Engagement Agreement between Claimants and NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Claimants' solely concern and objection revolves around the discussion of the terms of the Engagement Agreement. Thus, Respondent submits that any reference to the terms of the Engagement Agreement should be redacted from the document and produced to the Respondent.
<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.

<b>Document log number 105</b>	
<i>Requested Party</i>	Date: 06/16/2016
	Author(s)/Sender(s): Erin Burr
	Recipient(s): B-Mex members
	Email from Ms. Burr to B-Mex members reflecting legal advice from Claimants' NAFTA Counsel related to the filing of the Request for Arbitration in the NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that legal advice provided by their NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 106</b>	
<i>Requested Party</i>	Date: 10/17/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email chain between Mr. Taylor, B-Mex management, the QEU&S Claimants and NAFTA Counsel seeking information related to the NAFTA Arbitration and reflecting legal advice of NAFTA Counsel regarding same.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged, and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 107</b>	
<i>Requested Party</i>	Date: 10/24/2017
	Author(s)/Sender(s): David Orta
	Recipient(s): Randall Taylor; Erin Burr
	Email chain between Mr. Taylor, B-Mex management, the QEU&S Claimants and NAFTA Counsel seeking information related to the NAFTA Arbitration and reflecting legal advice of NAFTA Counsel regarding same.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 108</b>	
<i>Requested Party</i>	Date: 10/05/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Gordon Burr; Erin Burr; David Orta
	Email from Mr. Taylor to B-Mex management and Claimants' NAFTA Counsel seeking information related to the NAFTA Arbitration and reflecting legal advice of NAFTA Counsel regarding same.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their communications with NAFTA Counsel would

	be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 109</b>	
<i>Requested Party</i>	Date: 10/09/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Randall Taylor
	Email chain between Mr. Taylor, the QEU&S Claimants and NAFTA Counsel seeking information related to the NAFTA Arbitration and reflecting legal advice of NAFTA Counsel regarding same.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belongs to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 110</b>	
<i>Requested Party</i>	Date: 07/31/2016
	Author(s)/Sender(s): Daniel Rudden
	Recipient(s): Randall Taylor
	Email forwarding communication between B-Mex managers reflecting information related to confidential terms of the Engagement Agreement between Claimants and their NAFTA Counsel.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that the Engagement Agreement and any terms related to the same would be confidential. The document is also protected from disclosure as it reflects the terms of the Engagement Agreement and other work product and attorney-client communications. Attorney-Client Privilege; Work Product Doctrine
<i>Requesting Party</i>	To the extent that the document contains or describes the terms of the Engagement Agreement, this information should be redacted and the document produced to the Respondent.

<i>Tribunal</i>	Objection upheld in part. Document to be produced subject to the redaction of any portions recording or reflecting the Engagement Agreement or the terms thereof.
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<b>Document log number 111</b>	
<i>Requested Party</i>	Date: 08/22/2017
	Author(s)/Sender(s): Erin Burr
	Recipient(s): Phillip Parrott; Randall Taylor
	Email chain between Ms. Burr, Mr. Taylor, B-Mex's outside corporate counsel and Claimants' NAFTA counsel, reflecting legal advice of NAFTA Counsel regarding the settlement with Benjamin Chow.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belong to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Challenge of privilege or confidentiality claim, if any
<i>Tribunal</i>	No decision required.

<b>Document log number 112</b>	
<i>Requested Party</i>	Date: 03/21/2018
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr
	Email chain between Mr. Taylor, the QEU&S Claimants and NAFTA Counsel seeking information related to the NAFTA Arbitration and reflecting legal advice of NAFTA Counsel regarding the Hearing in the NAFTA Arbitration.
	<i>QEU&amp;S Claimants' basis for privilege or confidentiality claim:</i> The QEU&S Claimants expected that their communications with NAFTA Counsel would be confidential, privileged and protected from disclosure. Mr. Taylor cannot unilaterally waive the privilege in regard to this communication, as the privilege belong to the QEU&S Claimants as well. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.

<b>Document log number 113</b>	
<i>Requested Party</i>	Date: 02/17/2017
	Author(s)/Sender(s): Randall Taylor
	Recipient(s): Erin Burr; Gordon Burr

	Email chain between Mr. Taylor, B-Mex management, B-Mex’s outside corporate counsel and individual counsel to members of B-Mex reflecting information related to confidential settlement negotiations and legal advice of B-Mex’s corporate counsel regarding proposed settlement agreement.
	<i>QEU&amp;S Claimants’ basis for privilege or confidentiality claim:</i> This email communication is protected from disclosure under the attorney-client privilege, which cannot be waived by Mr. Taylor on behalf of B-Mex, and because it contains confidential settlement discussions. The QEU&S Claimants also expected that their communication with counsel, as well as their settlement discussion, would be privileged, confidential, and protected from disclosure. Attorney-Client Privilege; IBA Rules, Articles 9.2(b), 9.3(a), 9.3(b), and 9.3(c).
<i>Requesting Party</i>	Mexico does not challenge the stated claim of privilege and/or confidentiality.
<i>Tribunal</i>	No decision required.