

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE APPLICATION OF JULIO  
MIGUEL ORLANDINI-AGREDA AND  
COMPAÑÍA MINERA ORLANDINI  
LTDA. FOR AN ORDER DIRECTING  
DISCOVERY FROM GIBSON, DUNN &  
CRUTCHER LLP PURSUANT TO 28  
U.S.C. § 1782

Misc. Action No. 17-mc-00354

Stipulated Protective Order

**STIPULATED PROTECTIVE ORDER**

**WHEREAS**, Petitioners Julio Miguel Orlandini-Agreda and Compañía Minera Orlandini Ltda. have sought discovery from Gibson, Dunn & Crutcher LLP (“Gibson Dunn”) for use in an investment treaty arbitration against the Plurinational State of Bolivia (“Bolivia”), as set out in the Petition for Discovery (Dkt. 1 ¶ 4) (the “Investment Treaty Arbitration”);

**WHEREAS**, this Court granted Bolivia the right to intervene in the above-captioned action for purposes of participating in discovery (Dkt. 18);

**WHEREAS**, all parties to this Stipulated Protective Order (each a “Party,” and collectively, the “Parties”) request that this Court issue a protective order pursuant to Federal Rule of Civil Procedure 26(c) to protect the confidentiality of nonpublic or competitively sensitive information that they may need to disclose in connection with discovery in this action;

**WHEREAS**, the Parties, through counsel, agree to the following terms; and

**WHEREAS**, this Court finds that good cause exists for the issuance of an appropriately tailored confidentiality order governing any materials that may be produced in this action;

**NOW THEREFORE**, it is hereby ordered that any person subject to this Stipulated Protective Order, including without limitation the Parties (including their respective corporate parents, successors, and assigns, their representatives, agents, experts and consultants), all third parties providing discovery in this action, and all other interested persons with actual notice of this Stipulated Protective Order, will adhere to the following terms, upon pain of contempt:

1. With respect to “Discovery Material” (*i.e.*, information of any kind produced or disclosed in the course of discovery in this action) that a Party or person has designated as “Confidential” pursuant to this Stipulated Protective Order (“Confidential Discovery Material”), no person subject to this Stipulated Protective Order may disclose such Confidential Discovery Material to anyone else except as this Stipulated Protective Order expressly permits.

2. The Party or person producing or disclosing Discovery Material (“Producing Party”) may designate such Discovery Material as Confidential if, according to the Producing Party’s reasonable and good faith belief, it (1) has not been publicly disclosed, or otherwise is the subject of a duty of confidentiality borne by the Producing Party pursuant to Rule 1.6 of the New York Rules of Professional Conduct or any other applicable federal, state, and/or foreign-law equivalent imposing such an obligation, and (2) consists of: (a) non-public proprietary business information, including but not limited to material relating to business strategy or guidelines, operational data and/or other commercially sensitive information; (b) non-public financial information (including without limitation non-public financial statements, performance metrics, profitability reports or estimates); (c) non-public information relating to ownership or control of any non-public company; (d) non-public information relating to business plans, product-development information, contract terms, negotiation of contract terms, or marketing plans; (e) information the Producing Party is contractually or legally obligated to keep confidential, after

showing the other Parties the documents or legal provisions under which the Producing Party is obligated to keep the information confidential; or (f) any other category of information this Court by order in this case may afford confidential status.

3. With respect to the Confidential portion of any information or documents, the Producing Party or its counsel may designate such portion as Confidential by stamping or otherwise clearly marking the protected portion “Confidential” in a manner that will not interfere with legibility or audibility.

4. The Producing Party may designate Discovery Material as Attorneys’ Eyes Only if the Producing Party can show good cause that the materials contain highly sensitive Confidential information, the disclosure of which to another Party or Non-Party would create an unfair substantial risk of injury to the Producing Party, any current or former client of the Producing Party, or any person to whom the Producing Party or any such current or former client owes any duty or obligation of confidentiality, that could not be avoided by less restrictive means.

5. With respect to the portion of any information or documents that is Attorneys’ Eyes Only Discovery Material, the Producing Party or its counsel may designate it as such by providing written notice to all recipients, and/or by stamping or otherwise clearly marking the protected portion “Confidential – AEO” in a manner that will not interfere with legibility or audibility.

6. If a Party or Producing Party realizes that Confidential or Attorneys’ Eyes Only Discovery Material has been produced without designation as such, the Party or Producing Party may so designate such material by so apprising all prior recipients (each such recipient, and any future recipient, a “Receiving Party”) in writing within the later of (a) fourteen business days

after the production or disclosure of the Discovery Material at issue; or (b) seven business days after discovering that such Discovery Material has been produced without designation as Confidential or Attorneys' Eyes Only Material. Thereafter, this Court and all persons subject to this Stipulated Protective Order will treat such designated portion(s) of the Discovery Material as Confidential or Attorneys' Eyes Only, in accordance with the designation(s) made pursuant to this Paragraph. Upon receipt of any designation of Discovery Material as Confidential or Attorneys' Eyes Only Material pursuant to this Paragraph, each Party in possession of such Discovery Material shall promptly take reasonable steps to ensure that the Discovery Material so designated is treated in accordance with such designation going forward (including, wherever practicable, by requesting the return of any copies of such Discovery Material disclosed to any non-party), but shall bear no liability under this Stipulated Protective Order for any disclosure of such Discovery Material lawfully made by the disclosing Party prior to its receipt of such designation from the Producing Party. The failure to designate any non-privileged Discovery Material as Confidential or Attorneys' Eyes Only within the later of (x) fourteen business days after its disclosure or (y) seven days after learning that such Discovery Material has been produced without designation as Confidential or Attorneys' Eyes Only Material waives any designation of such non-privileged Discovery Material as Confidential or Attorneys' Eyes Only, unless the Producing Party can in good faith establish to the Receiving Party that it has learned of new information not previously available to it that requires that the Discovery Material should have been designated as Confidential or Attorneys' Eyes Only.

7. Subject to the requirements of Paragraph 6, nothing contained in this Stipulated Protective Order will be construed as: (a) a waiver by any Party or person of its right to object to any discovery request; (b) a waiver by any Party or person of any privilege or protection; (c) a

~~waiver by any Party or person of any claim of confidentiality; or (d) a ruling regarding the~~  
relevance of any document, testimony, or other evidence.

8. With respect to Confidential Discovery Material, persons subject to this Stipulated Protective Order may disclose such information only to the following persons:

- a) the Parties to this Stipulated Protective Order;
- b) in-house counsel with responsibility for overseeing, or outside counsel retained specifically for, any of this action, the Investment Treaty Arbitration, any proceeding seeking discovery or disclosure in aid of the Investment Treaty Arbitration, any proceeding seeking recognition and/or enforcement of any award or determination rendered in the Investment Treaty Arbitration, any proceeding seeking to set aside or declare invalid or unenforceable any award or determination rendered in the Investment Treaty Arbitration, any application or petition to a court in aid of the Investment Treaty Arbitration, including enforcement of the arbitration agreement and requests for interim measures, and/or any appeals or other applications to review any determination rendered in any such proceeding (collectively, the “Relevant Proceedings”), including any paralegal, clerical personnel, or other assistant that such in-house or outside counsel employs and assigns to this Action or the Relevant Proceedings;
- c) Subject to the requirements of paragraph 16 below, in-house counsel with responsibility for overseeing, or outside counsel retained specifically for, any action involving a Party to this Stipulated Protective Order that is based on facts or legal theories similar or related to those in the Relevant Proceedings (any such action, an “Additional Proceeding”), including any paralegal, clerical personnel, or other assistant that such in-house or outside counsel employs and assigns to an

Additional Proceedings;

- d) outside vendors or service providers (such as copy-service providers and document-management consultants) that counsel hire and assign to any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings;
- e) as to any document, its author, its addressee, any other person indicated on the face of the document as having received a copy;
- f) as to any document executed or exchanged by or on behalf of a corporation, business entity, or government entity (each an "Entity") in connection with a transaction undertaken by or on behalf of that Entity, any person who, by virtue of (i) his or her position as an officer, director, executive, controlling stakeholder, or employee of said Entity at the time when the document was created or the transaction was undertaken, or (ii) any contractual, statutory, or regulatory obligation of such Entity to provide such person access to the document in question, reasonably would be expected to have received a copy of the document, except that this Subparagraph (f) shall not apply if the Party seeking to make disclosure pursuant to this Subparagraph (f) in good faith becomes aware of facts demonstrating that such person did not in fact receive a copy of the document at issue. Notwithstanding the foregoing, nothing in this Stipulated Protective Order limits the right of a Party to request that a particular document may be shared with another individual or entity, or the ability of the Producing Party to agree to such a request, which shall be made in writing and considered in good faith by the Producing Party;

- g) any witness who counsel reasonably and in good faith believes will testify, orally or in writing, at a trial, hearing, or deposition in connection with any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings, provided such person has first executed an appropriate Non-Disclosure Agreement;
- h) any person a Party retains to serve as an expert witness or otherwise provide specialized advice to counsel in connection with any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings, provided such person has first executed an appropriate Non-Disclosure Agreement;
- i) stenographers engaged to transcribe depositions and hearings conducted by the Parties in any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings; and
- j) this Court and the court or tribunal presiding over any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings, including any appellate court, its support personnel, and court reporters.

9. Before disclosing any Confidential Discovery Material to any person referred to in Paragraph 8 other than the Parties, their in-house or outside counsel working on any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings, and any courts or tribunals, counsel must provide a copy of this Stipulated Protective Order to such person, who must sign an appropriate Non-Disclosure Agreement

stating that he or she has read this Stipulated Protective Order and agrees to be bound by its terms.

10. With respect to Attorneys' Eyes Only Discovery Material, such material shall be subject to the same restrictions as Confidential Discovery Material, except that Attorneys' Eyes Only Discovery Material may be disclosed only to the following:

- a) in-house counsel with responsibility for overseeing any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings, or outside counsel retained specifically for any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings, including any paralegal, clerical personnel, or other assistant that such in-house or outside counsel employs and assigns to this matter;
- b) outside vendors or service providers (such as copy-service providers and document-management consultants) that counsel hire and assign to any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings;
- c) as to any document, its author, its addressee, any other person indicated on the face of the document as having received a copy;
- d) as to any document executed or exchanged by or on behalf of a corporation, business entity, or government entity (each an "Entity") in connection with a transaction undertaken by or on behalf of that Entity, any person who, by virtue of (i) his or her position as an officer director, executive, controlling stakeholder, or employee of said Entity at the time when the document was created or the transaction was undertaken or (ii) any contractual, statutory, or regulatory



~~obligation of such Entity to provide such person access to the document in~~

question, reasonably would be expected to have received a copy of the document, except that this Subparagraph (d) shall not apply if the Party seeking to make disclosure pursuant to this Subparagraph (d) in good faith becomes aware of facts demonstrating that such person did not in fact receive a copy of the document at issue. Notwithstanding the foregoing, nothing in this Stipulated Protective Order limits the right of a Party to request that a particular document may be shared with another individual or entity, or the ability of the Producing Party to agree to such a request, which shall be made in writing and considered in good faith by the Producing Party;

- e) any person a Party retains to serve as an expert witness or otherwise provide specialized advice to counsel in connection with any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings, provided that the Discovery Material in question is necessary for the testimony and/or preparation of such person, and such person has first executed an appropriate Non-Disclosure Agreement;
- f) stenographers engaged to transcribe depositions conducted by the Parties in any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings; and
- g) this Court and any court or tribunal presiding over any of the Relevant Proceedings or, subject to the requirements of Paragraph 16 below, any Additional Proceedings, including any appellate court, its support personnel, and court reporters.

~~11.~~ If any Confidential or Attorneys' Eyes Only Discovery Material is used or introduced in any action, including but not limited to this action and the Investment Treaty Arbitration, the Parties shall have the right to seek permission to seal or otherwise keep confidential such material, subject to what is set forth elsewhere in this Stipulated Protective Order and subject to whatever other rules may apply in the other action or proceedings.

12. The inadvertent production of privileged materials shall not be deemed a waiver, in whole or in part, of any party's or person's claim of privilege. If a Producing Party identifies an inadvertently produced privileged document, it shall notify the Receiving Party's counsel in writing within seven business days of learning of the inadvertent disclosure, and identify the inadvertently produced document. Upon receipt of notification that privileged material was inadvertently produced, the Receiving Party shall immediately return the privileged material identified, and any copies thereof, and confirm to the Producing Party in writing that all electronic copies of the document have been deleted. Within five business days of notifying the Receiving Party that a privileged document was inadvertently produced, the Producing Party shall provide the Receiving Party with a privilege log identifying the document and the Producing Party's basis for the privilege assertion. The Receiving Party may challenge the Producing Party's assertion that a privileged document was inadvertently produced; such challenge and opposition shall be subject to the procedure set forth in Paragraph 14 of this Stipulated Protective Order. If a Receiving Party or its counsel becomes aware that it is in receipt of information or materials which it knows or reasonably should know are privileged, counsel for the Receiving Party shall immediately take steps to (i) stop reading such information or materials, (ii) notify counsel for the Producing Party of such information or materials, (iii)

collect all originals and copies of such information or materials, and (iv) return such information or materials to the Producing Party.

13. Subject to the requirements of this Stipulated Protective Order, the production of a document shall not operate as a waiver on the part of any Party or third party that such document is confidential.

14. The designation of any Discovery Material as Confidential or Attorneys' Eyes Only is subject to challenge by any Party. The following procedure shall apply to such challenge.

- a) Meet and Confer. A Party challenging the designation of Confidential or Attorneys' Eyes Only Discovery Material ("Challenging Party") must do so in good faith and must begin the process by conferring directly with counsel for the Producing Party. In conferring, the Challenging Party must explain the basis for its belief that the Confidential or Attorneys' Eyes designation was not proper and must give the Producing Party an opportunity to review the designated material and to reconsider the designation and, if no change in designation is offered, to explain the basis for the designation. The Producing Party must respond to the challenge within five business days.
- b) Judicial Intervention. A Party that elects to challenge a designation of Confidential or Attorneys' Eyes Only Discovery Material may file and serve a motion or other appropriate application to this Court, in accordance with applicable Court rules and practices, that identifies the challenged material and sets forth the basis for the challenge. Each such motion or application must be accompanied by a competent declaration, or a statement in writing signed by

counsel of record for the Party seeking relief, that affirms that the Party seeking relief has complied with the meet and confer requirements of this procedure. The burden of persuasion in any such challenge proceeding shall be on the Producing Party. Until the Court rules on the challenge, the Parties shall continue to treat the at-issue materials as Confidential or Attorneys' Eyes Only Discovery Material under the terms of this Stipulated Protective Order.

15. Any Party who requests additional limits on disclosure may serve upon counsel for the recipient Parties a written notice stating with particularity the grounds of the request. The Parties shall then, within five business days, confer in an effort to resolve the issues without Court intervention. If the Parties cannot reach agreement, the Party requesting additional limits on disclosure shall, within an additional five business days, seek appropriate relief from this Court in accordance with all applicable Court rules and practices.

16. Recipients of Confidential or Attorneys' Eyes Only Discovery Material under this Stipulated Protective Order may use such Discovery Material solely in this action, in any Relevant Proceedings, or following compliance with the requirements of this Paragraph in any Additional Proceedings, and not for any other purpose. Nothing in this Stipulated Protective Order shall be construed as limiting in any respect the right of any Party to contest whether any action or proceeding falling beyond the scope of the Relevant Proceedings constitutes an Additional Proceeding. In the event that a Receiving Party desires to use Confidential or Attorneys' Eyes Only Discovery Material in any putative Additional Proceedings, the Receiving Party shall first serve upon counsel for the Producing Party a written notice of its intent to do so. The Parties shall then, within five business days, confer in an effort to resolve the issue without Court intervention. If the Parties cannot reach agreement regarding the appropriateness of the

use of the Confidential or Attorneys' Eyes Only Discovery Material in the putative Additional Proceedings, the Producing Party may, within an additional five business days, seek relief from this Court in accordance with all applicable Court rules and practices. If the Producing Party fails to timely seek such relief, the putative Additional Proceedings in which the Receiving Party seeks to use the Confidential or Attorneys' Eyes Only Discovery Material shall be deemed to be Additional Proceedings for purposes of this Paragraph. No portion of this Stipulated Protective Order shall be construed as limiting in any respect the authority of the Court, in the lawful exercise of its discretion, to grant or deny such relief regarding any further use of the Confidential or Attorneys' Eyes Only Discovery Material, including in any putative Additional Proceedings, subject to such limitations or restrictions as it may deem appropriate, if any, in the circumstances.

17. Nothing in this Stipulated Protective Order will prevent any Party from producing any Confidential or Attorneys' Eyes Only Discovery Material (1) in its possession in response to a lawful subpoena or other compulsory process, or (2) if required to produce such material by law or by any court, arbitral tribunal, or government agency having jurisdiction, provided that such Party gives written notice to the Producing Party as soon as reasonably possible, and, if permitted by the time allowed under the request, at least 10 business days before any disclosure. Upon receiving such notice, the Producing Party will bear the burden to oppose compliance with the subpoena, other compulsory process, or other legal notice if the Producing Party deems it appropriate to do so.

18. Each person who has access to Confidential or Attorneys' Eyes Only Discovery Material pursuant to this Stipulated Protective Order must take all reasonable precautions to prevent the unauthorized or inadvertent disclosure of such material.

~~19.~~ This Stipulated Protective Order will survive the termination of this action and will continue to be binding upon all persons to whom Confidential or Attorneys' Eyes Only Discovery Material is produced or disclosed.

20. Within the later of (a) two (2) years and sixty (60) days after the termination of the Investment Treaty Arbitration, or (b) sixty (60) days after the termination of any Relevant Proceeding commenced within two (2) years after the termination of the Investment Treaty Arbitration, the Receiving Party shall either destroy or return to the Producing Party, at the Receiving Party's election, all documents designated as Confidential or Attorneys' Eyes Only, and all copies of such documents (including but not limited to any copies disclosed to any other person pursuant to Paragraphs 8 or 10 of this Stipulated Protective Order), and shall destroy all extracts and/or data taken from such documents, except that: (i) outside counsel for each Party may maintain in its files copies of any of the following that contain Confidential or Attorneys' Eyes Only Discovery Material: (1) each pleading and litigation document filed with this Court or with the court or tribunal overseeing any of the Relevant Proceedings, (2) each written discovery request and written response thereto served in connection with this Action or any of the Relevant Proceedings, (3) any transcripts of testimony given in connection with any of the Relevant Proceedings, together with any exhibits thereto, (4) any trial or hearing exhibits designated in connection with any of the Relevant Proceedings, and (5) any other documents filed with this Court or with the court or tribunal overseeing any of the Relevant Proceedings that contain Confidential or Attorneys' Eyes Only Discovery Material; and (ii) a Receiving Party may retain Discovery Material designated Confidential or Attorneys' Eyes Only that is auto-archived or automatically "backed up" on electronic management and communications systems or servers, or as may be required in accordance with any applicable regulatory recordkeeping

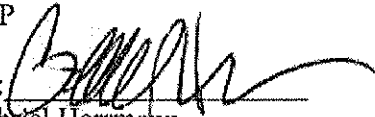
~~obligations borne by the Receiving Party, provided that such retained Discovery Material shall~~  
continue to be treated as provided in this Order. The Receiving Party shall, upon written request, within the period specified by this Paragraph, provide to the Producing Party written certification that the Receiving Party has complied with its obligations pursuant to this Paragraph. In the event that a Receiving Party in good faith determines that it has reason to maintain possession of Confidential or Attorneys' Eyes Only Discovery Material for an additional period of time after expiration of the period provided for in this Paragraph, the Receiving Party may seek permission from the Producing Party in writing to retain the Confidential or Attorneys' Eyes Only Discovery Material, and the Producing Party shall consider in good faith all such requests. If the parties, after meeting and conferring in good faith, are unable to reach an agreement, the Receiving Party may seek relief from this Court to extend the date by which it must comply with the provisions of this Paragraph. No portion of this Stipulated Protective Order shall be construed as limiting in any respect the authority of the Court, in the lawful exercise of its discretion, to grant or deny such relief regarding the request to retain the Confidential or Attorneys' Eyes Only Discovery Material for an additional period of time after expiration of the period provided for in this Paragraph subject to such limitations or restrictions as it may deem appropriate, if any, in the circumstances.

21. This Court will retain jurisdiction over all persons subject to this Stipulated Protective Order to the extent necessary to enforce any obligations arising hereunder or to impose sanctions for any contempt thereof.

22. Nothing herein shall be construed to modify any previously existing confidentiality obligations of the Parties.

DATED: May 21, 2018.

GIBSON, DUNN & CRUTCHER  
LLP

By:   
Gabriel Herrmann  
Richard Dudley  
200 Park Avenue  
New York, NY 10166-0193  
Telephone: (212) 351-4000

Attorneys for Gibson, Dunn &  
Crutcher LLP

DECHERT LLP

By: \_\_\_\_\_  
Debra D. O’Gorman  
1095 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 698-3500

Alexandre de Gramont  
David L. Attanasio  
Juan Felipe Merizalde  
Rosey Wong  
1900 K Street, NW  
Washington, DC 20006  
Telephone: (202) 261-3300

Attorneys for non-party the  
Plurinational State of Bolivia

Dated: \_\_\_\_\_, 2018

QUINN EMANUEL URQUHART &  
SULLIVAN LLP

By: \_\_\_\_\_  
Kevin Reed  
51 Madison Avenue, 22<sup>nd</sup> Floor  
New York, NY 10010-1601  
Telephone: (212) 849-7000

David M. Orta  
Dawn Y. Yamane Hewett  
Brian H. Rowe  
1300 I Street, NW, Suite 900  
Washington, DC 20005  
Telephone: (202) 538-8000

Attorneys for Petitioners Julio Miguel  
Orlandini-Agreda and Compañía  
Minera Orlandini Ltda.

**SO ORDERED**

\_\_\_\_\_  
United States District Judge



DATED: \_\_\_\_\_, 2018

GIBSON, DUNN & CRUTCHER  
LLP

By: \_\_\_\_\_  
Gabriel Herrmann  
Richard Dudley  
200 Park Avenue  
New York, NY 10166-0193  
Telephone: (212) 351-4000

Attorneys for Gibson, Dunn &  
Crutcher LLP

DECHERT LLP

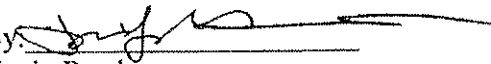
By: \_\_\_\_\_  
Debra D. O’Gorman  
1095 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 698-3500

Alexandre de Gramont  
David L. Attanasio  
Juan Felipe Merizalde  
Rosey Wong  
1900 K Street, NW  
Washington, DC 20006  
Telephone: (202) 261-3300

Attorneys for non-party the  
Plurinational State of Bolivia

Dated: \_\_\_\_\_, 2018

QUINN EMANUEL URQUHART &  
SULLIVAN LLP

By:   
Kevin Reed  
51 Madison Avenue, 22<sup>nd</sup> Floor  
New York, NY 10010-1601  
Telephone: (212) 849-7000

David M. Orta  
Dawn Y. Yamane Hewett  
Brian H. Rowe  
1300 I Street, NW, Suite 900  
Washington, DC 20005  
Telephone: (202) 538-8000

Attorneys for Petitioners Julio Miguel  
Orlandini-Agreda and Compañía  
Minera Orlandini Ltda.

**SO ORDERED**

\_\_\_\_\_  
United States District Judge

DATED:                     , 2018

GIBSON, DUNN & CRUTCHER  
LLP

By: \_\_\_\_\_  
Gabriel Herrmann  
Richard Dudley  
200 Park Avenue  
New York, NY 10166-0193  
Telephone: (212) 351-4000

Attorneys for Gibson, Dunn &  
Crutcher LLP

DECHERT LLP

By:                       
Debra D. O'Gorman  
1095 Avenue of the Americas  
New York, NY 10036  
Telephone: (212) 698-3500

Alexandre de Gramont  
David L. Attanasio  
Juan Felipe Merizalde  
Rosey Wong  
1900 K Street, NW  
Washington, DC 20006  
Telephone: (202) 261-3300

Attorneys for non-party the  
Plurinational State of Bolivia

Dated: May 23, 2018

QUINN EMANUEL URQUHART &  
SULLIVAN LLP

By: \_\_\_\_\_  
Kevin Reed  
51 Madison Avenue, 22<sup>nd</sup> Floor  
New York, NY 10010-1601  
Telephone: (212) 849-7000

David M. Orta  
Dawn Y. Yamane Hewett  
Brian H. Rowe  
1300 I Street, NW, Suite 900  
Washington, DC 20005  
Telephone: (202) 538-8000

Attorneys for Petitioners Julio Miguel  
Orlandini-Agreda and Compañía  
Minera Orlandini Ltda.

SO ORDERED

                      
Loretta A. Presley  
United States District Judge

                      
May 30, 2018