

ICSID CASE NO. ARB/20/11 – Annulment Proceedings

Applicants’ Redfern Schedule submitted with Application for Document Production
4 February 2024

With Norway’s Responses dated 18 February 2025

Introduction to Norway’s Responses to the Applicants’ Redfern Schedule

This Response to the Applicants’ Redfern Schedule is intended to be read alongside Norway’s Response dated 18 February 2025 (“**Response**”) to the Applicants’ Application for Document Production (“**Application**”). As set out in that Response, Norway’s primary position is that no document production should be ordered yet, before Norway submits its Counter-Memorial and sets out its case in full. If the Committee does not agree with that position, Norway sets out its responses to each request below.

As an overarching point, and as set out in the Response, Norway invokes its right to withhold the production of legally privileged documents. There is no dispute between the parties that (a) the Applicants seek legally privileged documents; and (b) that legal privilege is a ground on which the production of documents can be refused. For the reasons set out in Norway’s Response, Norway disagrees that the intervention of a third party is necessary at this stage, particularly without having sight of Norway’s Counter-Memorial. That is particularly so given that, as is clear from the way in which the Applicants’ Requests are framed, several of the requests seek obviously privileged information, extending to “*all work product*” of Norway’s external advisors, with no real relevance or materiality.

Norway has set out those parts of the Applicants’ requests to which it consents below, and if the Committee considers that a document production phase should be ordered now, it agrees to produce them now.

Should the Committee consider that certain additional documents be disclosed, Norway agrees only to conduct a proportionate search for those documents (including by the use of keyword searches). In that regard, it should be noted that the Applicants’ broad requests cover potentially many thousands of documents and communications, including (notably) emails and all or most of the work product from Norway’s external advisors. Further, the Applicants’ have defined “Norway” in an unrealistically broad way, extending to “*all its ministries and departments and agencies and entities which are either State organs or over which Norway exercises control, including agencies and entities exercising governmental authority, and including for example the Institute of Marine Research*”. This will result in there being a very large number of documents to sort, and inevitably a very large proportion of ‘false positives’ that bear no conceivable relation to the Applicants’ claim of intentionally hiring advisers with conflicts

of interest and are therefore irrelevant. Norway's rights are therefore reserved, including to seek an extension of the time allocated (currently two weeks, which will plainly be insufficient if all or most of the Applicants' requests are granted) in which to produce any disclosure which the Committee orders. Where appropriate, Norway has set out which parts of the Norwegian Government are likely to have relevant documents.

Documents containing information that is confidential under Norwegian law will only be produced as redacted documents, pursuant to Section 13 of the Norwegian Public Administration Act of 10 February 1967. According to Section 13 it is the duty of any person rendering services to, or working for, an administrative agency, to prevent others from gaining access to, or obtaining knowledge of, any matter disclosed to him in the course of his duties concerning 1) an individual's personal affairs, or 2) technical devices and procedures, as well as operational or business matters which for competition reasons it is important to keep secret in the interests of the person whom the information concerns. These duties apply to the Norwegian Ministry of Foreign Affairs and were also applied in the underlying arbitration.

Finally, Norway has (a) removed the column headed "Reply to Objections to Document Request", as the current procedural timetable includes no provision for a Reply from the Applicants; (b) changed "Tribunal" to "Committee" in the final column; and (c) taken the liberty to correct (*in italics*) misspelling of some names in Norway's in-house and external teams.

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The following Definitions apply to Applicants' document production requests:

And: "and" means and/or;

Applicants: "Applicants" or "Appl." means the Applicants in the annulment phase of ICSID Case. NO. ARB/20/11, *ie* Mr. Peteris Pildegovics and SIA North Star;

Counter-Memorial: "Counter-Memorial" or "CM" means Norway's Counter-Memorial submitted on 29 October 2021;

Documents: "Documents" or "documents" means electronic files, photocopies and hard copies of draft and final documents including, but not limited to, internal or external correspondence, memoranda, plans, reports, technical documents, technical reviews, notes, minutes of meetings, agendas, transcriptions, facsimiles, corporate documents, financial documents, tax records, budgets, banking records, invoices, contracts, agreements, memoranda of agreement, memoranda of understanding, expressions of interest, models, charts, sound recordings, videos, film or other documents regardless of physical form or characteristics along with any annexes, appendices or other appended documents. Copies of documents that have been altered (e.g., marginalia, handwritten notes) shall be considered to be separate documents from the original documents and shall be produced in the event that they are responsive to a document request set out below;

Norway: "Norway" means the Respondent in ICSID Case No. ARB/20/11, and also the Kingdom of Norway, including all its ministries and departments and agencies and entities which are either State organs or over which Norway exercises control, including agencies and entities exercising governmental authority, and including for example the Institute of Marine Research (*IMR*).

Norway's In-House Counsel Team: Norway's in-house legal team composed of lawyers and/or jurists and/or relevant staff past and present within relevant ministries of the government of Norway, including, but not limited to the Ministry of Foreign Affairs, and including but not necessarily limited to Mr. Helge Seland, Mr. Kristian Jervell, Mr. Olav Myklebust, Ms. Margrethe Norum, Ms. *Kristina* Nygard, Mr. Fredrik *Bergsjø*, Mr. Vidar Lindmark, Mr. Marius Emberland and *Mr.* Martin Sorby.

Norway's External Counsel Team: Norway's lawyers, jurists or other relevant staff retained for and/or in relation to ICSID Case ARB/20/11 including but not necessarily limited to *Professor* Vaughan Lowe KC, Professor Alain Pellet, Mr. Mubarak Wasseem, Mr. Ludovic Legrand and Mr. Ysam *Soualhi*.

Glimstedt Law Firm: All Glimstedt offices and/or firms within the network of the Glimstedt law firm, including its offices and/or firms in Sweden, Latvia, Lithuania and Estonia.

Request for Annulment: Applicants' Request for Annulment in respect of ICSID ARB/20/11 of 22 February 2024.

Memorial for Annulment: Applicants' Memorial for Annulment of the Award of 22 December 2023 in respect of ICSID ARB/20/11 of 21 January 2025.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
<u>A. Norway's Engagement of and Work with the Glimstedt Law Firm</u>				
1.	Every and all communications and documents exchanged from 27 February 2017 to 6 April 2021 between Norway's In-House Counsel Team and/or Norway's External Counsel Team and any lawyer or staff at the Glimstedt Law Firm leading to the retainer of the Latvian office of Glimstedt to advise Norway in relation to ICSID Case ARB/20/11, including any and all communication and document addressing the existence or absence of a potential conflict of interest for the Latvian office of Glimstedt, including in the light of the fact that the Glimstedt Law Firm's Vilnius office authored SIA North Star's notice of dispute to Norway of 27 February 2017 (C-2) which concerns the	<p>a. Applicants believe that Norway intentionally hired law firms and other service providers who had conflicts of interest or had worked closely with Applicants or related persons in order to gain an improper advantage in the arbitration. If Norway did act in such a way, which Applicants submit arises from the currently available facts, then Norway created a substantial and significant inequality of the parties in the proceedings, in breach of the fundamental rule of procedure requiring equality of the parties in the proceedings, which warrants annulment of the entire award (Request for Annulment, A-0069, paras. 51-58; Memorial for Annulment, paras. 171-232).</p> <p>b. The existence of proper conflicts checks, or lack thereof, regarding the fact Glimstedt had represented North Star in the same case in 2017 is relevant and material to this ground for annulment. It was manifest that Glimstedt had a conflict</p>	<p>The defined term "Glimstedt Law Firm" is contentious and misconceived (as explained in Norway's Response) and Norway will not adopt it.</p> <p>Norway objects to this Request in part and accepts it in part.</p> <p>First, as a matter of principle and agreed by the Applicants, Norway's communications with its counsel as well as its external advisors are subject to legal privilege and Norway does not agree to produce them.</p> <p>Secondly, the documents requested are overbroad. The Applicants' case is that there has been a serious departure from a fundamental rule of procedure (Memorial, ¶170) because Norway "<i>intentionally retained counsel... with a conflict of interest to gain an improper advantage in the arbitration</i>" (emphasis added). On the Applicants' own case, only documents going to whether Norway intentionally retained such</p>	<p>The Committee accepts the Respondent's agreement to produce. The request is otherwise denied, without prejudice, as set forth in Procedural Order No. 3 to which this Redfern Schedule is attached.</p>

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>present case, as well as any documents on this subject created between 27 February 2017 and 6 April 2021.</p>	<p>of interest, as pointed out by Applicants on 21 June 2022 (A-0078). Norway should have known it could not be advised by that firm in the present case since Glimstedt had signed North Star's first notice of dispute of 27 February 2017, which was addressed to Norway and which Norway was manifestly well aware of. For example, in his invoice dated 29 November 2019 (A-0024), Professor Pellet includes the following time entries for 25 and 26 May 2017, which can only concern a meeting to discuss the 6-page initial notice of dispute submitted by Glimstedt, on behalf of both North Star and Arctic Fishing, three months before:</p> <ul style="list-style-type: none"> • “25-26 May 2017, Preparing the meeting at the Ministry of Foreign Affairs (Oslo) (1.5h. x 750€)” • “Meeting Oslo (26 May 2017) (1 h.x 750)” <p>Whether Norway considered or avoided the existence of a manifest conflict in its approach of Glimstedt is relevant and material to at least one of Applicants’</p>	<p>counsel to gain an improper advantage in the arbitration are therefore relevant and material. As such, requests for “Every and all communications and documents” across a time period of over five years are overbroad. Furthermore, as the Applicants’ case is that Norway “intentionally” retained Glimstedt ZAB SIA in the face of an alleged conflict of interest, documents relating to Glimstedt ZAB SIA’s work and work product (which are privileged to Norway) are not relevant or material to the allegations made by the Applicants in any event.</p> <p>As set out in Norway’s Response, Norway engaged Glimstedt ZAB SIA following a request made to the Norwegian Embassy in Riga in March 2021 and the Embassy’s response thereto. Documents and communications predating the Ministry of Foreign Affairs’ request to the Embassy in Riga are practically certain to result in nil returns.</p> <p>Nevertheless, Norway agrees (subject to the overarching points made in its</p>	

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		annulment grounds (Request for Annulment, A-0069 , paras. 51-58; Memorial for Annulment , paras. 178-203).	<p>Response) to produce documents and communications between the Norwegian Ministry of Foreign Affairs (the Department of Legal Affairs), the Norwegian Embassy in Riga and Glimstedt ZAB SIA before entering into its contract with Glimstedt ZAB SIA, which relate to the existence (or otherwise) of a conflict of interest or relate to “Norway’s intention” in relating to retaining Glimstedt ZAB SIA. As the Norwegian Ministry of Foreign Affairs (Legal Affairs Department) and the Norwegian Embassy in Riga were the only parts of the Norwegian government involved in instructing Glimstedt ZAB SIA in relation to the present case, no further or broader production is warranted.</p> <p>Norway does not agree to produce Glimstedt’s work product, or any documents dated from after the date of its contract with Glimstedt ZAB SIA, as such documents are (as is common ground) privileged.</p>	
2.	Every and all communications and	Same as paragraphs a. and b. of Request No. 1 above.	See response to Request No 1.	See item 1.

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	<p>documents exchanged within Norway's In-House Counsel Team and/or Norway's External Counsel Team, between 27 February 2017 and 6 April 2021, related to the potential and actual hiring (as of April 2021) of the Glimstedt Law Firm's Latvia office to advise Norway in relation to ICSID Case ARB/2011, including as they may contain any assessment or consideration of any potential conflicts of interest in the light of the fact that the Glimstedt Law Firm's Vilnius office authored SIA North Star's first notice of dispute to Norway in the present case of 27 February 2017 (C-2), as well as any documents on the same subject created between 27 February 2017 and 6 April 2021.</p>	<p>Whether Norway considered or avoided the existence of a manifest conflict when it internally considered whether to hire Glimstedt is relevant and material for at least one of Applicants' annulment grounds (Request for Annulment, A-0069, paras. 51-58; Memorial for Annulment, paras. 178-203).</p>	<p>As such, Norway agrees (subject to the overarching point made in its Response) to produce documents and communications between the Norwegian Ministry of Foreign Affairs (the Legal Affairs Department), the Norwegian Embassy in Riga and Glimstedt ZAB SIA before entering into its contract with Glimstedt ZAB SIA which relate to the existence (or otherwise) of a conflict of interest or relate to "Norway's intention" in relating to retaining Glimstedt ZAB SIA. As the Norwegian Ministry of Foreign Affairs (the Legal Affairs Department) and the Norwegian Embassy in Riga were the only parts of the Norwegian government involved in instructing Glimstedt ZAB SIA in relation to the present case, no further or broader production is warranted.</p> <p>Norway does not agree to produce Glimstedt's work product, or any documents dated from after the date of its contract with Glimstedt ZAB SIA, as such documents are (as is common ground) privileged.</p>	

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
3.	<p>Every and all communications and documents exchanged between Norway's counsel team and/or its external counsel team and any lawyer or staff at the Glimstedt Law Firm on the existence of a potential conflict of interest, including the potential failure to address this matter previously, in respect of Glimstedt's retainer to advise Norway in relation to ICSID Case ARB/20/11, between 21 June 2022 (when Applicants raised the matter: A-0078) and 28 June 2022 (following Norway's confirmation that Glimstedt had stepped down: A-0085, A-0086, A-0087), notably in the light of the fact the Glimstedt Law Firm's Vilnius office authored North Star's notice of dispute to Norway of 27 February 2017 (C-2) in the present case, as well as any document on the</p>	<p>Same as paragraphs a. and b. of Request No. 1 above.</p> <p>How Norway and Glimstedt addressed the manifest conflict, once it was raised by Applicants in the arbitration, is relevant and material for Applicants' annulment ground (Request for Annulment, A-0069, paras. 51-58; Memorial for Annulment, paras. 178-203).</p>	<p>Norway objects to this request. See response to Request No 1.</p> <p>What is relevant to the Applicants' case is whether Norway "<i>intentionally retained</i>" Glimstedt ZAB SIA in order to "<i>gain an improper advantage</i>". There is no dispute that Norway voluntarily offered not use Glimstedt ZAB SIA's services in its letter of 24 June 2022 (Memorial, ¶193).</p> <p>Norway has already set out to the Applicants what the scope of Glimstedt ZAB SIA's work was in some detail (see Norway's Response to the Application at ¶27).</p> <p>The documents sought by this Request are a fishing exercise intended to open up Norway's privileged communications with its counsel and external advisors and bear no relation to the matters actually relevant and material to the Applicants' case. Further, this Request would require Norway to produce all drafts of the letters sent by Norway to Claimants' counsel, and therefore negate Norway's</p>	<p>Denied without prejudice to a subsequent request consistent with Procedural Order No. 3 to which this Redfern Schedule is attached.</p>

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	same subject created between 21 June and 28 June 2022.		right to engage in confidential and privileged communications with its counsel and external advisors.	
4.	Every and all communications and documents exchanged within Norway's In-House Counsel Team and/or Norway's External Counsel Team on the existence of a potential conflict of interest, including the potential failure to address this matter previously, in respect of Glimstedt's retainer to advise Norway in relation to ICSID Case ARB/20/11, between 21 June 2022 (when Applicants raised the matter: A-0078) and 28 June 2022 (following Norway's confirmation that Glimstedt had stepped down: A-0085, A-0086, A-0087), notably in the light of the fact that the Glimstedt Law Firm's Vilnius office authored SIA North Star's notice of dispute to Norway	Same as paragraphs a. and b. of Request No. 1 above. How Norway addressed the manifest conflict internally, once it was raised by Applicants in the arbitration, is relevant and material for at least one of Applicants' annulment ground (Request for Annulment, A-0069 , paras. 51-58; Memorial for Annulment , paras. 178-203).	Norway objects to this request. Norway repeats the response made to Request No 3.	Same as item 3.

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	of 27 February 2017 (C-2) in the present case, as well as any document on the same subject created between 21 June and 28 June 2022.			
5.	<p>All work product, and related communications and documents, of the Glimstedt Law Firm, provided to Norway between April 2021 and June 2022, including but not limited to the following issues noted in Glimstedt's invoices of 16 April 2021 and 6 July 2022 (A-0026; A-0037):</p> <p>“Providing legal opinion concerning Latvian law”</p> <p>“Reviewing the commercial register information, state revenue service information, e-mail to the client regarding the status of North Star Ltd.”</p> <p>“Reviewing the questions of the client, reviewing the</p>	<p>Same as paragraphs a. and b. of Request No. 1 above.</p> <p>The type of work Glimstedt did in the present case is relevant and material for at least one of Applicants' annulment grounds (Request for Annulment, A-0069, paras. 51-58; Memorial for Annulment, paras. 178-203).</p>	<p>Norway objects to this request. Norway repeats its response to Request No 3.</p> <p>This is a bald request for privileged information which is neither relevant nor material.</p> <p>There is no attempt to limit these requests to the relevant and material issue, namely whether Norway “<i>intentionally retained</i>” Glimstedt ZAB SIA in order to “<i>gain an improper advantage</i>”. They should therefore be refused in their entirety.</p> <p>Further, it is excessively onerous to require Norway to produce “<i>All work product</i>” of Glimstedt ZAB SIA, particularly given the nature of the allegations as discussed above.</p>	Request denied.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>witness statements and expert reports, research of the court data basis, commentary to the Civil Law and preparing answer to the client.”</p> <p>“E-mail exchange with the client, contacting the Ministry of Agriculture regarding the agreement, preparing answer to the client.”</p>			
6.	<p>Every and all communications and documents exchanged between Norway's In-House Counsel Team and/or Norway's External Counsel Team and all documents created, between April 2021 and June 2022 about the work product and/or documents and/or communications provided by the Glimstedt Law Firm's Riga office, including, but not limited to work referred to in invoices of 16 April 2021 and 6 July 2022 (A-0026; A-0037):</p>	<p>Same as paragraphs a. and b. of Request No. 1 above.</p> <p>The manner in which Norway received and treated Glimstedt's work in the present case is relevant and material for at least one of Applicants' annulment grounds (Request for Annulment, A-0069, paras. 51-58; Memorial for Annulment, paras. 178-203).</p>	<p>Norway objects to this request. Norway repeats its response to Request No 3.</p> <p>This is a bald request for privileged information is neither relevant nor material.</p> <p>There is no attempt to limit these requests to the relevant and material issue, namely whether Norway “<i>intentionally retained</i>” Glimstedt ZAB SIA in order to “<i>gain an improper advantage</i>”. They should therefore be refused in their entirety.</p> <p>This request is even more overburdensome than the previous</p>	Request denied.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>“Providing legal opinion concerning Latvian law”</p> <p>“Reviewing the commercial register information, state revenue service information, e-mail to the client regarding the status of North Star Ltd.”</p> <p>“Reviewing the questions of the client, reviewing the witness statements and expert reports, research of the court data basis, commentary to the Civil Law and preparing answer to the client.”</p> <p>“E-mail exchange with the client, contacting the Ministry of Agriculture regarding the agreement, preparing answer to the client.”</p>		<p>request, and will be excessively onerous to require Norway to produce “<i>every and all</i>” communications “<i>about the work product and/or documents and/or communications</i>” provided by Glimstedt ZAB SIA, particularly given the nature of the allegations as discussed above.</p>	
7.	<p>The three invoices referred to in the email received 27 January 2025 at 10:51pm from eInnsyn, Norway’s public document platform,</p>	<p>Norway stated on 24 June 2022 that Glimstedt would not work anymore on the case: Letter from Norway on Glimstedt Conflict, 24 June 2022, A-0086; Second Witness Statement of Peteris Pildegovics</p>	<p>No objection, if maintained.</p> <p>As set out in Norway’s Response at ¶54, the Applicants’ counsel, Prof Andenæs was granted access to the</p>	<p>Given the voluntary production, there is no need for a</p>

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	<p>showing that Norway's embassy in Riga appears to have received three different invoices from the law firm Glimstedt in 2023 (admittance of this email as an exhibit pending as per Applicants' request in their Application for Document Production of 4 February 2025)</p>	<p>in Annulment Proceedings, para. 27 . If that is incorrect, this would constitute a further iniquity also justifying set aside of the Award.</p>	<p>three documents, save that information concerning hourly rate was redacted. Norway does not object to producing the same documents, but the documents will be similarly redacted for the reasons set out in Norway's introductory comments above.</p>	<p>further decision by the Committee at this time.</p>
<p><u>B. Norway's Engagement of and Work with KPMG AS</u></p>				
8.	<p>Every and all communications and documents exchanged between Norway's In-House Counsel Team and/or Norway's External Counsel Team and any lawyer, staff or expert at KPMG AS leading to the actual retainer of KPMG AS to advise Norway in relation to ICSID Case ARB/20/11, including any and all communication and document addressing the</p>	<p>a. Applicants believe that Norway intentionally hired law firms and other service providers who had conflicts of interest or had worked closely with Applicants or related persons in order to gain an improper advantage in the arbitration. If Norway did act in such a way, which Applicants submit arises from the currently available facts, then Norway created a substantial and significant inequality of the parties in the proceedings, in breach of the fundamental rule of procedure requiring equality of the parties in the proceedings, which warrants</p>	<p>Norway's Response to Request No 1 is repeated <i>mutatis mutandis</i>.</p> <p>As set out in Norway's Response, Norway has had a succession of framework agreements with KPMG AS since 2015.</p> <p>Norway agrees (subject to the overarching point made in its Response) to produce documents and communications made between the Norwegian Ministry of Foreign Affairs and KPMG AS before entering into the</p>	<p>In light of the Respondent's agreement to voluntarily produce certain documents, no further production order at this time.</p>

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>existence of a potential conflict of interest and/or the absence of a conflict of interest for KPMG AS, between 27 February 2017 and 28 January 2021, and any documents on the same created between 27 February 2017 and 28 January 2021.</p>	<p>annulment of the entire award (Request for Annulment, A-0069, paras. 51-58; Memorial for Annulment, paras. 178-203).</p> <p>b. One example is Norway's hiring of KPMG AS to provide services in the arbitration even though KPMG Eastern and Central Europe had provided Applicants a preliminary damages analysis in the same case. KPMG were excluded from acting in the proceedings in Procedural Order No. 9 of 23 February 2023 because of such conflict.</p> <p>c. Moreover, KPMG AS was Seagourmet's auditor from 2009 to 2014, which is publicly available information. This may be one of the reasons why Norway hired KPMG AS, <i>ie</i> to work with a company that had audited a company related to Applicants. Seagourmet is the snow crab transformation factory in Baatsfjord, owned by Mr. Levanidov, where North Star offloaded its snow crab catches and which was relevant and</p>	<p>Ministry's purchase order ("avropsavtale") with KPMG AS relating to the report detailed at ¶34 of Norway's Response, which relate to the existence (or otherwise) of a conflict of interest or relate to "Norway's intention" in relation to the purchase order.</p> <p>As set out in Norway's Response, that purchase order is dated from December 2020. Norway therefore agrees to produce communications and documents relating to the above from between November and December 2020.</p> <p>Norway does not agree to produce KPMG AS's work product as such documents are (as is common ground) privileged.</p>	

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		<p>integral to Applicants' snow crab venture in Norway.</p> <p>Memorial for Annulment, paras. 178-203; First Witness Statement of Kirill Levanidov in annulment proceedings, para. 24 and generally.</p> <p>Exchanges between Norway's legal team and KPMG are relevant and material to consider whether Norway considered this manifest conflict of interest at the outset.</p>		
9.	<p>Every and all communications and documents exchanged within Norway's In-House Counsel Team and/or Norway's External Counsel Team, between 27 February 2017 and 28 January 2021, related to the potential and actual hiring (as of January 2021 at the latest) of KPMG AS to advise Norway in relation to ICSID Case ARB/20/11, including as they may contain any assessment or</p>	<p>Same as paragraphs a., b. and c. of Request No. 8 above.</p> <p>Exchanges within Norway's legal team are relevant and material to consider whether Norway considered this manifest conflict of interest at the outset.</p>	<p>See response to Request No 8.</p> <p>As such, Norway agrees (subject to the overarching points made in its Response) to produce documents and communications made between the Norwegian Ministry of Foreign Affairs and KPMG AS before entering into the Ministry's purchase order ("avropsavtale") with KPMG AS relating to the report detailed at ¶34 of Norway's Response, including any such communications or documents relating to the existence (or otherwise) of a conflict of interest and any documents</p>	<p>Same as item 8.</p>

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	consideration of any potential conflicts of interest, and any documents on the same created between 27 February 2017 and 28 January 2021.		<p>relating to “Norway’s intention” in relation to the purchase order.</p> <p>As set out in Norway’s Response, that purchase order is dated from December 2020. Norway therefore agrees to produce communications and documents relating to the above from between November and December 2020.</p> <p>Norway does not agree to produce KPMG AS’s work product as such documents are (as is common ground) privileged.</p>	
10.	Every and all communications and documents exchanged between Norway’s In-House Counsel Team and/or Norway’s External Counsel Team and any lawyer, partner, staff or expert at KPMG AS and/or KPMG Eastern and Central Europe on the existence of a potential conflict of interest, including the potential failure to	<p>Same as paragraphs a., b. and c. of Request No. 8 above.</p> <p>Exchanges between Norway’s legal team and KPMG after Applicants alerted Norway to this manifest conflict of interest are relevant and material to consider why Norway and/or KPMG had not acted on this manifest conflict of interest at the outset.</p>	<p>Norway objects to this request. See Norway’s response to Request No 8. See also Norway’s response to Request No 3, which is repeated <i>mutatis mutandis</i>.</p> <p>The documents sought by this Request are a fishing exercise intended to open up Norway’s privileged communications with its counsel and external advisors and bear no relation to the matters actually relevant and material to the Applicants’ case. What matters to</p>	Request denied, without prejudice to a further request consistent with PO#3 to which this Redfern Schedule is attached.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>address this matter previously, in respect of KPMG AS' retainer to advise Norway in relation to ICSID Case ARB/20/11, between 13 December 2022 (when Applicants raised the matter: A-0098, A-0099) and 23 February 2023 (when the Tribunal issued Procedural Order No. 9: A-0067), notably in the light of the fact that KPMG Eastern and Central Europe was retained to provide SIA North Star a preliminary damages assessment in respect of the present case in 2018 (A-0102), and every document on the same created between 13 December 2022 and 23 February 2023.</p>		<p>the Applicants' case is whether KPMG AS were intentionally retained by Norway to “<i>gain an improper advantage</i>”. Norway's volunteered documents and communications are sufficient to dispose of that issue.</p> <p>The only justification given in respect of this request is that it will (apparently) shed some light on “<i>why Norway and/or KPMG had not acted on this manifest conflict of interest at the outset</i>”. But there was no manifest conflict. As the Applicants themselves acknowledge, Norway had no knowledge that KPMG Eastern and Central Europe (<u>not</u> KPMG AS) had conducted a “<i>preliminary damages analysis</i>” for the Applicants. See Norway's Response at ¶35.1.</p>	
11.	<p>Every and all communications and documents exchanged within Norway's In-House Counsel Team and/or Norway's External Counsel Team on</p>	<p>Same as paragraphs a., b. and c. of Request No. 8 above.</p> <p>Exchanges within Norway's legal team and KPMG after Applicants alerted</p>	<p>Norway objects to this request. Norway repeats the response made to Request No 10.</p>	<p>Same as item 10.</p>

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>the existence of a potential conflict of interest, including the potential failure to address this matter previously, in respect of KPMG AS' retainer to advise Norway in relation to ICSID Case ARB/20/11, between 13 December 2022 (when Applicants raised the matter: A-0098, A-0099) and 23 February 2023 (when the Tribunal issued Procedural Order No. 9: A-0067), notably in the light of the fact that KPMG Eastern and Central Europe was retained to provide SIA North Star a preliminary damages assessment in respect of the present case in 2018 (A-0102), and every document on the same created between 13 December 2022 and 23 February 2023.</p>	<p>Norway to this manifest conflict of interest are relevant and material to consider why Norway and/or KPMG had not acted on this manifest conflict of interest at the outset.</p>		
12.	<p>All work product, and related communications and documents, of KPMG AS, provided to Norway in</p>	<p>Same as paragraphs a., b. and c. of Request No. 8 above.</p>	<p>Norway objects to this request. Norway repeats the response made to Request No 10.</p>	<p>Request denied.</p>

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	relation to Invoice No. 4589774 of 28 January 2021 (A-0053).	All work product of KPMG AS is relevant and material to determine whether Norway tried to improperly gain an advantage by hiring a service provider that had worked with North Star in an adverse way to Norway in the same case, and who also had been the auditor of a company related to Applicants and relevant to the case, Seagourmet, between 2009 and 2014.	This is a bald request for privileged information that is neither relevant nor material for the annulment committee. The Applicants have made no attempt to limit this request to the relevant and material issue, namely whether Norway “intentionally retained” KPMG AS in order to obtain an “improper advantage” in the arbitration. This request should therefore be refused in its entirety.	
13.	Every and all communications and documents exchanged within Norway’s In-House Counsel team and/or Norway’s External Counsel Team, related to and/or commenting on and/or using work product and/or related communications and documents produced by KPMG AS for Norway, which work was conducted on the basis of Invoice No. 4589774 of 28 January 2021 (A-0053), and all documents created on the same subject	Same as paragraphs a., b. and c. of Request No. 8 above. All internal communications and documents of Norway in relation to the work product of KPMG AS is relevant and material to determine whether Norway tried to improperly gain an advantage by hiring a service provider that had worked with North Star in an adverse way to Norway in the same case, and who also had been the auditor of a company related to Applicants and relevant to the case, Seagourmet, between 2009 and 2014.	Norway repeats its responses to Requests Nos. 6, 10 and 12 above. This request is a plain fishing expedition for Norway’s confidential and privileged communications with its counsel and external advisors. On no basis can comments from Norway’s counsel and external advisors on the work product produced by KPMG AS be relevant to the question whether KPMG AS was engaged by Norway intentionally and in order to gain an improper advantage in the arbitration. Furthermore, the request is overburdensome and it will be	Request denied.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	between 1 January 2020 and 30 December 2022.		disproportionately time-consuming to require Norway to produce “ <i>every and all</i> ” communications and documents “ <i>about the work product and/or documents and/or communications</i> ” provided by KPMG AS, particularly given the nature of the allegations as discussed above.	
<u>C. Norway's Engagement of and Work With the Wikborg Rein Law Firm</u>				
14.	Every and all communications and documents exchanged between Norway's In-House Counsel Team and/or Norway's External Counsel Team and any lawyer or staff of the Wikborg Rein Law Firm leading to the retainer of Wikborg Rein to advise Norway in relation to ICSID Case ARB/20/11, starting at the latest 7 May 2021, including any and all communication and document addressing the existence or absence of a	a. Applicants believe that Norway intentionally hired law firms and other service providers who had conflicts of interest or had worked closely with Applicants or related persons in order to gain an improper advantage in the arbitration. If Norway did act in such a way, which Applicants submit arises from the currently available facts, then Norway created a substantial and significant inequality of the parties in the proceedings, in breach of the fundamental rule of procedure requiring equality of the parties in the proceedings, which warrants annulment of the entire award (Request for Annulment, A-0069 , paras. 51-58; Memorial for Annulment , paras. 178-	Norway objects to this Request in part, and accepts it in part. First, as a matter of principle, Norway's communications with its counsel as well as its external advisors are subject to legal privilege. Secondly, the documents requested are overbroad. The Applicants' case is that there has been a serious departure from a fundamental rule of procedure (Memorial, ¶170) because Norway “ <i>intentionally retained counsel... with a conflict of interest to gain an improper advantage in the arbitration</i> ” (emphasis added). In relation to Wikborg Rein	In light of the Respondent's agreement to voluntarily produce certain documents, no further production order at this time.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>potential conflict of interest for Wikborg Rein, notably in the light of Wikborg Rein's representation, in related Norwegian court proceedings, over the course of 2017, of UAB Arctic Fishing, which jointly submitted a notice of dispute in respect of the present case with SIA North Star on 27 February 2017 (A-0102, pp. 6-11; C-2), and any documents created on the same between 27 February 2017 and 7 May 2021.</p>	<p>203; First Witness Statement of Kirill Levanidov in Annulment Proceedings, paras. 27-42).</p> <p>b. Wikborg Rein represented UAB Arctic Fishing in Norwegian court proceedings concerning fines issued to that company for fishing snow crab with EU-issued NEAFC licences. Issues in that case were identical to some of the issues in the present case (A-0102, pp. 6-11). Moreover, relevant proceedings before the Halogaland Court of Appeal (28 June 2017) and the Supreme Court of Norway (29 November 2017) were at a time when Arctic Fishing and North Star were cooperating together in trying to prosecute the present case. On 27 February 2017, Arctic Fishing and North Star had sent a joint notice of dispute letter to Norway, pursuant to both the Latvia-Norway BIT and Lithuania-Norway BIT (C-2). Arctic Fishing has now initiated an ICSID claim against Norway as well, in ICSID Case ARB/22/31. It was registered on 21 November 2022. See First Witness Statement of Kirill Levanidov in Annulment Proceedings, paras. 27-42.</p>	<p>Advokatfirma AS (“Wikborg Rein”), the allegations are even more tenuous, and the Applicants can only put their case as high as “<i>what seems like a conflict of interest</i>” (Memorial, ¶212) on the basis that Wikborg Rein acted for UAB Arctic Fishing (<u>not</u> the Applicants). In the “relevance and materiality” column, the Applicants are limited to stating that “<i>It is possible</i>” that Norway tried to obtain confidential or other relevant information about the Applicants.</p> <p>That sort of conjecture is a thin basis on which to found such wide-ranging requests for document production, particularly as: (a) the underlying Tribunal found in its Procedural Order No. 9 at paragraph 23 that: “<i>UAB Arctic Fishing is not associated with either Mr Pildegovics or North Star in the sense of being a ‘related person or business’</i>”. The Tribunal found <u>no</u> conflict of interest with Wikborg Rein; and (b) Norway has confirmed with Wikborg Rein that none of the lawyers involved in the present dispute were involved in</p>	

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
		<p>c. It is possible that through working with Wikborg Rein, Norway tried or was even able to obtain confidential or other relevant information about Applicants and related persons which Norway used to its advantage in the present proceedings. Notably, Norway made a number of arguments relating to who is the real investor, which Norway alleged was Mr. Levanidov, rather than Mr. Pildegovics (A-0010, pp. 125-142 and paras. 6, 342, 392, 410; A-0016, pp. 89-100). Wikborg Rein should also be presumed to have received confidential information relating to the notice of dispute in the present case since it was sent at the same time it was defending Arctic Fishing in Norwegian courts on a related issue. See First Witness Statement of Kirill Levanidov in Annulment Proceedings, paras. 27-42.</p> <p>d. Furthermore, Wikborg Rein appears to have suggested to Norway to hire investigators to investigate Applicants and related persons. The 11 June 2021 time entry of Aadne Haga states:</p>	<p>the UAB Arctic Fishing dispute (Response, ¶39).</p> <p>Against that background, the documents sought are, in reality, a fishing expedition and an attempt to open up Norway's confidential communications with its external advisors.</p> <p>Furthermore, as these documents relate to whether Norway "<i>intentionally</i>" <u>retained</u> Wikborg Rein, documents relating to Wikborg Rein's work and work product (which are privileged to Norway) are not relevant or material to the allegations made by the Applicants in any event.</p> <p>Reasons (d)-(e) relate to Kroll. The Applicants only state (Memorial, ¶227) that they are "<i>extremely concerned</i>" that an investigation may have been commenced against them, but provide no information or argument that suggests that such an investigation would have been improper outside of the broader allegations of conflict of interest.</p>	

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
		<p>“Correspondence MFA re reasons to engage investigation firm” (A-0030). On 3 July 2021, Hanne Gundersrud’s time entry states: “Emails with investigation firms to obtain costs estimates; reviewing responses from London team to incorporate into scope emails.” (A-0030) Kroll is a well-known investigation firm. An invoice of 31 December 2021 for NOK 599,533.49 was submitted for Kroll’s work in respect of something called “Project Mina” (A-0034). See First Witness Statement of Kirill Levanidov in Annulment Proceedings, paras. 27-42.</p> <p>e. References to Kroll appear notably in the time sheets of: Aadne Haga (September 2021); Geir Henning Sviggum (September 2021); Hanne Gundersrud (July, September 2021); Ulrikke Storseth (September 2021). See A-0030 and (A-0031).</p> <p>f. Exchanges between Norway’s legal team and Wikborg Rein at the time they concluded their engagement are thus relevant and material to consider how</p>	<p>As such, Norway agrees (subject to the overarching points made in its Response) to produce documents and communications made between the Norwegian Ministry of Foreign Affairs and Wikborg Rein before entering into the purchase order (“avropsavtale”). However, Norway does not agree to any other production. In particular, Norway does not agree to produce Wikborg Rein’s work product as such documents are (as is common ground) privileged.</p>	

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
		Norway and/or Wikborg Rein considered together what is at least an appearance of conflict of interest.		
15.	Every and all communications and documents exchanged within Norway's In-House Counsel Team and/or its External Counsel Team, between 27 February 2017 and 7 May 2021, related to the potential and actual hiring (as of 7 May 2021 at the latest) of the Wikborg Rein Law Firm to advise Norway in relation to ICSID Case ARB/20/11, including as they may contain any assessment or consideration of any potential conflicts of interest, notably in the light of Wikborg Rein's representation, in related Norwegian court proceedings, over the course of 2017, of UAB Arctic Fishing, which jointly submitted a notice of dispute in respect of the present case with SIA North	<p>Same as paragraphs a., b., c., d. and e. of Request No. 14 above.</p> <p>Exchanges within Norway's legal team at the time Norway concluded its engagement of Wikborg Rein are thus relevant and material to consider how and whether Norway considered what is at least an appearance of conflict of interest and whether it was trying to gain an improper advantage over Applicants by hiring a firm that had represented a related party in a related case in a manner adverse to Norway.</p> <p>See First Witness Statement of Kirill Levanidov in Annulment Proceedings, paras. 27-42.</p>	<p>Norway objects to this request.</p> <p>Norway repeats the response made to Request No 14 above. This request is, on its face, overbroad, as it is said to "include" assessment of conflicts of interest and is not limited to such discussions, even though that is the only relevant and material issue.</p> <p>Further, these documents are, by their nature, privileged and Norway does not consent to their disclosure.</p>	Same as item 14.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	Star on 27 February 2017 (A-0102, pp. 6-11), and any documents on the same created between 27 February 2017 and 7 May 2021.			
16.	Every and all communications and documents exchanged between Norway's In-House Counsel Team and/or Norway's External Counsel Team and any lawyer or staff or expert at the Wikborg Rein Law Firm on the existence of a potential conflict of interest, including the potential failure to address this matter previously, in respect of Wikborg Rein's retainer to advise Norway in relation to ICSID Case ARB/20/11, between 13 December 2022 (when Applicants raised the matter: A-0097; A-0098) and 23 February 2023 (when the Tribunal issued Procedural Order No. 9: A-0067), notably in the light of	<p>Same as paragraphs a., b., c., d. and e. of Request No. 14 above.</p> <p>Exchanges between Norway's legal team and Wikborg Rein at the time Applicants notified them they considered Wikborg Rein had a conflict of interest, are relevant and material to consider how Norway and/or Wikborg Rein considered together what is at least an appearance of conflict of interest. This goes to whether Norway tried to gain an improper advantage over Applicants by hiring Wikborg Rein.</p> <p>See First Witness Statement of Kirill Levanidov in Annulment Proceedings, paras. 27-42.</p>	<p>Norway objects to this request. See responses to Request Nos 3 and 14.</p> <p>What is relevant is whether Norway "<i>intentionally retained</i>" Wikborg Rein in order to "<i>gain an improper advantage</i>" (Memorial, ¶170, heading (a)).</p> <p>The documents sought by this Request are a fishing exercise intended to open up Norway's privileged communications with its counsel and external advisors and bear no relation to the matters actually relevant and material to the Applicants' case.</p>	Same as item 14.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	Wikborg Rein's representation, in related Norwegian court proceedings, over the course of 2017, of UAB Arctic Fishing, which jointly submitted a notice of dispute in respect of the present case with SIA North Star on 27 February 2017 (A-0102, pp. 6-11), and any document on the same created between 13 December 2022 and 23 February 2023.			
17.	Every and all communications and documents exchanged within Norway's In-House Counsel Team and/or Norway's External Counsel Team on the existence of a potential conflict of interest, including the potential failure to address this matter previously, in respect of Wikborg Rein's retainer to advise Norway in relation to ICSID Case ARB/20/11, between 13 December 2022	<p>Same as paragraphs a., b., c., d. and e. of Request No. 14 above.</p> <p>Exchanges within Norway's legal team at the time Applicants notified them they considered Wikborg Rein had a conflict of interest, are relevant and material to consider how Norway and/or Wikborg Rein considered together what is at least an appearance of conflict of interest. This goes to whether Norway tried to gain an improper advantage over Applicants by hiring Wikborg Rein.</p>	Norway objects to this request for the reasons stated in relation to Request No 16 above.	Same as item 14.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>(when Applicants raised the matter: A-0097; A-0098) and 23 February 2023 (when the Tribunal issued Procedural Order No. 9: A-0067), notably in the light of Wikborg Rein's representation, in related Norwegian court proceedings, over the course of 2017, of UAB Arctic Fishing, which jointly submitted a notice of dispute in respect of the present case with SIA North Star on 27 February 2017 (A-0102, pp. 6-11; C-2), and any documents on the same created between 13 December 2022 and 23 February 2023.</p>	<p>See First Witness Statement of Kirill Levanidov in Annulment Proceedings, paras. 27-42.</p>		
18.	<p>All work product, and related communications and documents, of Wikborg Rein, in relation to:</p> <ul style="list-style-type: none"> • Invoice No. 10403545 of 15 June 2021 (work period: May 2021), A-0029 	<p>Same as paragraphs a., b., c., d. and e. of Request No. 14 above.</p> <p>All work product of Wikborg Rein is relevant and material to determine whether Norway tried to improperly gain an advantage by hiring a service provider that had worked with a related company, Arctic</p>	<p>Norway objects to this request. See Norway's responses to Request Nos. 5 and 16 above.</p> <p>As the Applicants have set out, Wikborg Rein billed some €400,000 for their services. The documents and communications sought by this Request are a pure fishing exercise aimed at</p>	Request denied.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<ul style="list-style-type: none"> • Invoice No. 10405825 of 3 September 2021 (work period: June-August 2021), A-0030 • Invoice No. 10406886 of 13 October 2021 (work period: September 2021), A-0031 • Invoice No. 10409032 of 21 December 2021 (work period: October 2021), A-0032 • Invoice No. 10409358 of 31 December 2021 (work period: December 2021), A-0033 • Invoice No. 10410459 of 31 December 2021 (“Kroll Associates U.K. Limited, Fee Project Mina”), A-0034 • Invoice No. 10412179 of 15 March 2021 (work period: January-February 2021), A-0035 	<p>Fishing (with whom North Star submitted a joint notice of dispute in the present case), in a related case (contesting fines of Norway for using NEAFC licenses) concerning an issue debated in the present case.</p> <p>See First Witness Statement of Kirill Levanidov in Annulment Proceedings, paras. 27-42.</p>	<p>opening up Norway’s confidential communications with its counsel and external advisors and “<i>all work product</i>” produced by Wikborg Rein, and bear no relation to the matters actually relevant and material for the Applicants’ case.</p> <p>There is no credible basis to argue that “<i>all work product</i>” is relevant to the question of whether Norway improperly tried to gain an advantage by hiring Wikborg Rein knowing that they had a conflict of interest.</p>	

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<ul style="list-style-type: none"> • Invoice No. 10415136 of 28 June 2022 (work period: March-May 2022), A-0036; • Invoice No. 10417510 of 15 September 2022 (work period: June 2022), A-0040; • Invoice No. 10417825 of 6 October 2022 (work period: September 2022), A-0041. 			
19.	<p>Every and all communications and documents exchanged within Norway's In-House Counsel Team and/or Norway's External Counsel Team, related to and/or commenting on and/or using work product and/or related communications and documents produced by Wikborg Rein for Norway, which work was conducted on the basis of:</p>	<p>Same as paragraphs a., b., c., d. and e. of Request No. 14 above.</p> <p>All internal communications and documents within Norway's In-House Legal Team and/or Norway's External Legal Team in respect of the work product of Wikborg Rein are relevant and material to determine whether Norway tried to improperly gain an advantage by hiring a service provider that had worked with a related company, Arctic Fishing (with whom North Star submitted a joint notice of dispute in the present case), in a related</p>	<p>Norway objects to this request for the same reasons as above.</p>	<p>Same as item 18.</p>

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<ul style="list-style-type: none"> • Invoice No. 10403545 of 15 June 2021 (work period: May 2021), A-0029 • Invoice No. 10405825 of 3 September 2021 (work period: June-August 2021), A-0030 • Invoice No. 10406886 of 13 October 2021 (work period: September 2021), A-0031 • Invoice No. 10409032 of 21 December 2021 (work period: October 2021), A-0032 • Invoice No. 10409358 of 31 December 2021 (work period: December 2021), A-0033 • Invoice No. 10410459 of 31 December 2021 (“Kroll Associates U.K. Limited, Fee Project Mina”), A-0034 	<p>case (contesting fines of Norway for using NEAFC licenses) concerning an issue debated in the present case.</p> <p>See First Witness Statement of Kirill Levanidov in Annulment Proceedings, paras. 27-42.</p>		

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<ul style="list-style-type: none"> • Invoice No. 10412179 of 15 March 2021 (work period: January-February 2021), A-0035 • Invoice No. 10415136 of 28 June 2022 (work period: March-May 2022), A-0036; • Invoice No. 10417510 of 15 September 2022 (work period: June 2022), A-0040; • Invoice No. 10417825 of 6 October 2022 (work period: September 2022), A-0041. 			
20.	<p>The following documents:</p> <ul style="list-style-type: none"> • the “report on quantum” referred to in Aadne Haga’s 16 July 2021 time entry (A-0030); • the “Kroll report” referred to amongst other places in the 3 	<p>Norway misled the Tribunal in order to prevent Claimants from fully arguing their damages case, thereby gaining an improper advantage in the proceedings. Misleading a tribunal can constitute a serious breach of a fundamental rule of procedure and require annulment of an ICSID award.</p>	<p>As set out in its Response at ¶45 the report from Wikborg Rein was simply an analysis of the then-Claimants’ case on quantum. While maintaining its position that the Report on Quantum falls within the category of privileged documents, there is no need for a decision on this point if the Tribunal accepts Norway’s request to submit the</p>	<p>The Committee accepts the offer to produce the report as an exhibit to the Counter-Memorial; deny the</p>

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>September 2021 time entry of Aadne Haga (A-0031); and</p> <ul style="list-style-type: none"> the “cash flow report” referred to amongst other places in the 7 September 2021 time entry of Aadne Haga (A-0031). 	<p>In its Counter-Memorial of 29 October 2021 (A-0010) Norway stated:</p> <p>“While it is not uncommon in investment arbitration for respondents to put forward lengthy and detailed expert critiques of the pleadings and expert reports on quantum submitted by the Claimants, that is impractical in the present case.” (para. 865)</p> <p>“Any detailed critique of the Claimants’ calculation of the financial compensation sought would have to address the various permutations of possible answers to each of the points raised under those headings; and that is plainly impractical.” (para. 866)</p> <p>“Until that stage is reached [<i>ie</i> should the Tribunal hold Norway liable], attempts to quantify alleged losses are based upon incomplete information and speculation as to the matters for which Norway might be liable; and that is an</p>	<p>report as an exhibit (see Norway’s Response at ¶43).</p> <p>Norway does not consent to the production of the other documents. They are protected by privilege, and the requests for them are simply fishing expeditions, as (contrary to the Applicants’ case on the so-called ‘damages report’) the Applicants make no case on them, and they are therefore not sufficiently relevant or material to the outcome of the annulment proceeding.</p> <p>For example, in relation to the “<i>money flow analysis</i>”, the Applicants can only say that it is “<i>distinct but perhaps related</i>”.</p>	<p>remainder at this time.</p>

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
		<p>inefficient and uneconomical way to proceed.” (para. 866)</p> <p>However, those reasons not to submit an expert report or similar report on quantum appear to constitute a plain lie.</p> <p>Wikborg Rein’s time sheets between May and September 2021 show without a doubt that a quantum report had been prepared but Norway simply chose, apparently for strategic reasons, not to present it.</p> <p>For example, Wikborg Rein partner Aadne Haga’s timesheets for June and July 2021 show multiple entries for work on “Draft report on quantum”, and, on 16 July 2021, a further entry that indicates: “Finalisation and distribution of quantum report.” See A-0030.</p> <p>Two and a half months before the deadline for the Counter-Memorial on 29 October 2021, Norway thus had quantum report. Another Wikborg lawyer, Bendik Torset,</p>		

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
		<p>prepared a “spreadsheet re: Snow crab profitability” in June 2021 (A-0030).</p> <p>A distinct but perhaps related line of work was referred to as “Work on money flow analysis”, such as the June to August 2021 time entries of Wikborg Rein managing partner Geir Henning Sviggum. A further time entry of Aadne Haga on 25 June 2021 states: “Calls Geir Sviggum [Wikborg Rein managing partner] and Ola Nisja [matter billing partner] re way forward quantum”. See A-0030.</p> <p>Moreover, on 15 July 2021, the day before Mr. Haga distributed the “report on quantum”, Mr. Sviggum’s time entry indicates: “Green light from MFA to proceed with Kroll work on the cash flow issue, further correspondence with Kroll.” Quantum and money flows, while leading to distinct work product, did appear related, as shown by two entries of Ola Overseth Nisja, the billing partner for the matter, which both state “Quantum and cash flow analysis”, for 24 and 25 June 2021. See A-0030.</p>		

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
		<p>In the September and October 2021 Wikborg Rein invoices, there is essentially no time entry referring to quantum. It appears that Wikborg Rein, and possibly Norway, simply stopped working on quantum after Aadne Haga distributed his “report on quantum” on 16 July 2021, except for 6 hours of Miriam Ekhorn’s time on 28 and 29 September 2021 (to draft sections of the Counter-Memorial on quantum). See A-0031.</p> <p>The September invoice does refer to “Review of Kroll report” and “Revised cash flow report” in the 3 and 7 September 2021 time entries of Aadne Haga. Other references to the “Kroll report”, “findings from Kroll”, and “money flows analysis” are found in the time entries of Geir Henning Sviggum of 3 September 2021, Hanne Gundersrud of 1, 2, 3, 6, 7, 8, 10, 28, 29 and 30 September 2021, Ulrikke Storseth of 3, 8, 9 and 17 September 2021. As for the October-November 2021 invoice, it refers to money flows analysis in the time entries of Hanne Gundersrud of</p>		

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
		<p>1 and 29 October 2021, and 1 and 2 November 2021. See A-0031, A-0032.</p> <p>Norway thus lied to the Tribunal when it wrote that it was not “practicable”, inefficient and uneconomical to submit damages report at that stage of the proceedings (<i>see e.g. Memorial on Annulment</i>, para. 234; Respondent’s Counter-Memorial and Memorial on Jurisdiction, 29 October 2021, A-0010, para. 874) since it actually did have a damages report as well as at least one further related report, from Kroll, and possibly another “cash flow report” (see 7 September 2021 time entry of Aadne Haga, A-0031) to the extent it is distinct from the “Kroll report” (see 3 September 2021 time entry of Aadne Haga, A-0031).</p> <p>The documents requested are relevant and material to establishing that Norway lied to the Tribunal and thus to Applicants’ grounds for annulment found at paragraphs 51-67 (and in particular paragraphs 59-67) of the Request for Annulment (A-0069),</p>		

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
		and paragraphs 233-241 of the Memorial on Annulment .		
21.	<p>Any and all drafts of the following documents:</p> <ul style="list-style-type: none"> • the “report on quantum” referred to in Aadne Haga’s 16 July 2021 time entry (A-0030); • the “Kroll report” referred to amongst other places in the 3 September 2021 time entry of Aadne Haga (A-0030); and • the “cash flow report” referred to amongst other places in the 7 September 2021 time entry of Aadne Haga (A-0030). 	Same as for Request No. 20.	This request is objected to. Whilst Norway, due to the serious allegations made by the Applicants in relation to this specific document, is seeking the permission of the Committee pursuant to PO#1, paragraph 15.5 to submit the ‘Report on Quantum’ (which as explained is not in fact a quantum report) without any waiver of privilege, it does not consent to produce drafts thereof, and does not waive privilege in any such drafts, which constitute information privileged to Norway.	Request denied.
22.	All exhibits to the following documents and any and all documents mentioned in those documents or any of	Same as for Request No. 20.	This request is objected to. See above, Request No 21.	Request denied, without prejudice.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>their drafts and used in their preparation:</p> <ul style="list-style-type: none"> • the “report on quantum” referred to in Aadne Haga’s 16 July 2021 time entry (A-0030); • the “Kroll report” referred to amongst other places in the 3 September 2021 time entry of Aadne Haga (A-0031); and • the “cash flow report” referred to amongst other places in the 7 September 2021 time entry of Aadne Haga (A-0031). 			
23.	Any and all communications to and from Wikborg Rein attorneys and staff (past and present), including but not necessarily limited to messages from or to: Aadne Haga, Geir Henning Sviggum, Hanne	Same as for Request No. 20.	This request is objected to. See above, Request No 21.	Request denied.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>Gundersrud, Ola Overseth Nisja, Ulrikke Storseth, Bendik Torset, Grunde Bruland, Miriam Ekhorn, Anders Myklebust, Elisabet Nilsen, Hakon Bergsjo, Heidi Ann Vestvik-Bruknapp, Richard Bjerk, Fredrik Brun, Kamilla Hope Kleppenes, Oystein R. Stikbakke, Vera Elisabeth Buhs, regarding quantum, the Kroll report, the cash flow report, including the following documents and related documents such as exhibits and drafts:</p> <ul style="list-style-type: none"> • the “report on quantum” referred to in Aadne Haga’s 16 July 2021 time entry (A-0030); • the “Kroll report” referred to amongst other places in the 3 September 2021 time entry of Aadne Haga (A-0031); and 			

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<ul style="list-style-type: none"> the “cash flow report” referred to amongst other places in the 7 September 2021 time entry of Aadne Haga (A-0031). 			
24.	<p>Any and all communications between Norway’s In-House Legal Team and/or Norway’s External Legal Team and Wikborg Rein attorneys and staff (past and present), including but not necessarily limited to messages to or from: Aadne Haga, Geir Henning Sviggum, Hanne Gundersrud, Ola Overseth Nisja, Ulrikke Storseth, Bendik Torset, Grunde Bruland, Miriam Ekhorn, Anders Myklebust, Elisabet Nilsen, Hakon Bergsjo, Heidi Ann Vestvik-Bruknapp, Richard Bjerk, Fredrik Brun, Kamilla Hope Kleppenes, Oystein R. Stikbakke, Vera Elisabeth</p>	Same as for Request No. 20.	This request is objected to. See above, Request No 21.	Request denied.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>Buhs, regarding quantum, the Kroll report, the cash flow report, including the following documents and related documents such as exhibits and drafts:</p> <ul style="list-style-type: none"> • the “report on quantum” referred to in Aadne Haga’s 16 July 2021 time entry (A-0030); • the “Kroll report” referred to amongst other places in the 3 September 2021 time entry of Aadne Haga (A-0031); and • the “cash flow report” referred to amongst other places in the 7 September 2021 time entry of Aadne Haga (A-0031). 			
25.	Any and all internal communications within Norway’s In-House Legal Team and/or External Legal	Same as for Request No. 20.	This request is objected to. See above, Request No 21.	Request denied.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>Team regarding quantum, the Kroll report, the cash flow report, including the following documents and related documents such as exhibits and drafts:</p> <ul style="list-style-type: none"> • the “report on quantum” referred to in Aadne Haga’s 16 July 2021 time entry (A-0030); • the “Kroll report” referred to amongst other places in the 3 September 2021 time entry of Aadne Haga (A-0031); and • the “cash flow report” referred to amongst other places in the 7 September 2021 time entry of Aadne Haga (A-0031). 			

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
<u>E. Communications with investigative firms</u>				
26.	Every and all communications and documents exchanged between Norway's In-House Counsel Team and/or Norway's External Counsel Team and any lawyer or staff of the Wikborg Rein Law Firm between 1 January 2021 and 1 December 2022, including on 11 June 2021 (see 11 June 2021 time entry by Mr. Aadne Haga which states: "Correspondence MFA re reasons to engage investigation firm": Wikborg Rein invoice N° 10405825, 3 September 2021, A-0030.) and 3 July 2021 (see 3 July 2021 time entry for Mr. Hanne Gundersrud which states: "Emails with investigation firms to obtain costs estimates; reviewing responses from London team to incorporate into scope	The idea of an investigation likely stems from having information obtained through various professional firms hired by Norway who had a conflict of interest. The content of those communications and documents will likely show that it is through information gathered improperly from persons with conflict of interest that Norway considered and/or conducted investigations of Applicants and/or persons close to them. The investigation shows bad faith litigation tactics and goes to a multiplication of conflicts that fundamentally changed the equality of the parties and made Applicants lose the possibility of a different Award. See in particular paragraphs 227-231 and more generally paragraphs 171-232 of Applicants' Memorial for Annulment . See also the Second witness statement of Mr. Pildegovics in the annulment proceedings and the First witness statement of Mr. Levanidov in annulment proceedings .	This request is objected to. Its basis is to be found in Memorial at ¶227 which refers to statements in Wikborg Rein's invoices and states that " <i>Applicants are thus extremely concerned that Norway would have investigated them as well as Mr. Levanidov in the context of the arbitration, and that ideas for such investigations may well have come from Wikborg Rein (or the other two professional service providers with established conflicts)</i> ". These documents are not relevant or material to the ground of annulment alleged (that Norway engaged firms <u>intentionally</u> with a conflict of interest). Indeed, there is <u>no allegation</u> that any investigative firm was in a conflict. Further, the documents sought are overbroad and clearly are not limited to the limited ground of annulment. There is no basis to seek disclosure of " <i>Every and all communications and disclosure</i> " between those categories of individuals.	Request denied.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	emails.”: Wikborg Rein invoice N° 10405825, 3 September 2021, A-0030.), and all communications and documents addressing or describing the hiring (or potential hiring) or work (or potential work) of investigation and/or investigative firms created during the same time period (1 January 2021 to 1 December 2022).		Further the documents are plainly privileged.	
27.	Every and all communications and documents exchanged within Norway’s In-House Counsel Team and/or its External Counsel Team, between 1 January 2021 and 1 December 2022, including on 11 June 2021 (see 11 June 2021 time entry by Mr. Aadne Haga which states: “Correspondence MFA re reasons to engage investigation firm”: Wikborg Rein invoice N° 10405825, 3	Same as for request 26.	This request is objected to for the same reasons as Request No 26.	Same as item 26.

No.	Document(s) or categories of documents requested from Norway	Relevance and Materiality according to Requesting Party	Objections to Document Request	Committee's Decision
	<p>September 2021, A-0030) and 3 July 2021 (see 3 July 2021 time entry for Mr. Hanne Gundersrud which states: "Emails with investigation firms to obtain costs estimates; reviewing responses from London team to incorporate into scope emails.": Wikborg Rein invoice N° 10405825, 3 September 2021, A-0030), and all communications and documents addressing or describing the hiring (or potential hiring) or work (or potential work) of investigation and/or investigative firms created during the same time period (1 January 2021 to 1 December 2022).</p>			