

# **EXHIBIT C**

## **Part 1a**

I, ALBERTO GUERRA BASTIDAS, hereby declare under penalty of perjury under the laws of Ecuador and the United States of America, that the following is true and correct:

1. I am a citizen of Ecuador, born in the city of San Gabriel, province of Carchi, Ecuador, [REDACTED]. My home address is [REDACTED] and my national identity number is [REDACTED]. I declare that I am over 18 years of age and that I have no physical or mental disabilities. I have personal knowledge of the facts stated in this document, and if I were called to testify about these facts, I would and could do so.
2. I have not requested nor have I received any money or any compensation in exchange for signing this sworn declaration. Further, I have not been offered any compensation, present or future, in exchange for signing this sworn declaration.
3. I received a law degree from the Central University of Ecuador and graduated in 1982. I have attached to this sworn declaration a copy of my curriculum vitae with a summary of my employment history, signed by me, as Attachment A.
4. I was appointed Judge of the Provincial Court of Sucumbíos in 1998. In January of 2002 I was chosen Presiding Judge of the Provincial Court of Sucumbíos and I finished my two-year term as Presiding Judge in January of 2004. During this time, between May 13, 2003 and January 7, 2004, I was the Judge of oral summary trial No. 002-2003 brought against Chevron. At the beginning of the case I doubted the validity of the Plaintiffs' claims, but due to public pressure brought to bear by the representatives of the Plaintiffs during the first hearing in the case, I allowed the case to continue because I felt that if I didn't, my personal safety would be at risk.
5. My first interaction with the representatives and attorneys for the Plaintiffs in the case against Chevron, Messrs. Pablo Fajardo, Luis Yanza and Steven Donziger, as well as with the attorneys for the company, from the law firm of Callejas & Asociados, including Alberto Racines and Adolfo Callejas, was in my capacity as Judge of the case. I attach to this sworn declaration photographs of Messrs. Pablo Fajardo, Luis Yanza and Steven Donziger, signed by me, as Attachments B, C and D, respectively.
6. In May of 2008, I was dismissed as Judge of the Sucumbíos Court. According to the Judiciary Council, the reason for my dismissal was that I made statements in private stating that the Chevron case should be declared null. In reality, I believe I was dismissed because I confronted Judges Novillo and Yáñez, who succeeded me as judges in this case, regarding several dubious and illegal rulings they had issued in the proceedings, and regarding their practice of asking the settling experts for 25 percent of their fees in consideration for having appointed them as such. The reason why I believed that the Chevron case should have been declared null was that the settling experts were being appointed in violation of Ecuadoran law. I must clarify that the appointment of Mr. Richard Cabrera, to perform the "global assessment," also contravened Ecuadoran procedural law.

7. After leaving the Lago Agrio Court, I continued having contact with several people from the legal community from that city. Among them was attorney Nicolás Zambrano, who in August of 2008 was appointed Judge of the Provincial Court of Sucumbíos, the same post I had previously held. I attach to this sworn declaration a photograph of Mr. Nicolás Zambrano, signed by me, as Attachment E. My relationship with Mr. Zambrano began in 1998, when he was a prosecutor in the city of Lago Agrio and I was Magistrate Judge of the Provincial Court of Sucumbíos. At that time, Mr. Zambrano would occasionally ask me, as a favor, to issue rulings dismissing certain cases. I was careful to issue these rulings with some legal grounds, but I became aware that the party benefitting from my decisions was paying Mr. Zambrano for arranging to have the case ruled in its favor. As a former and experienced prosecutor, Mr. Zambrano had ample knowledge of criminal law and procedure, but very limited knowledge of civil law rules, substantively and especially procedurally. Therefore, after he was appointed Judge of the Sucumbíos Court, Mr. Zambrano and I reached a financial agreement in which I would help him by writing writs and rulings which Mr. Zambrano had to issue as judge in civil cases assigned to him randomly, in exchange for compensation or payment of USD \$1,000 per month, approximately, for this work. At that time I was dealing with financial hardships after having been dismissed, unjustifiably, from the Sucumbíos Court of Justice, and for this reason I agreed to this arrangement. I was Mr. Zambrano's "ghostwriter" and I wrote the great majority of the rulings issued in civil cases assigned to Mr. Zambrano, including the Chevron case, which continued until February of 2012, when Mr. Zambrano was removed from the Provincial Court of Sucumbíos.

8. At the beginning, I would generally work on the weekends, at my home in Quito, writing the rulings and judgments that Mr. Zambrano had to issue as judge the following week. Mr. Zambrano and I would meet regularly in the Quito airport during layovers on his flights to his home in Manta; he would give me the files, court records and important documents pertaining to the cases of that week, so that I would work on the rulings and judgments related to each case. Depending on Mr. Zambrano's itinerary, we would meet again at the Quito airport on his way back from Manta when he was returning to the city of Lago Agrio, and I would deliver to him the court files and some flash drives containing the files with the corresponding rulings. The same procedure was applied to the Chevron case. Mr. Zambrano would give me the documents and later I would work on the rulings that I delivered to him so that he would sign them as the judge of the case. We did not use e-mail for this for two reasons. First, because Mr. Zambrano is not very skilled with technology, so sending files via e-mail was difficult for him; second, because Mr. Zambrano is very careful and distrustful, and therefore he would tell me we had to be careful and not leave any evidence regarding this.

9. Another mechanism we would use, less frequently, is that Mr. Zambrano would send me the documents in freight packages on TAME airline, and I would return them in the same manner, via shipment on the same airline, TAME. I attach to this sworn declaration Attachment F, consisting of the records of shipment of packages, certified by TAME, between Mr. Zambrano and I, between Quito and Lago Agrio, signed by me.

10. Regarding the payments I received from Mr. Zambrano for performing this job as a ghostwriter, I must state that, generally, he would give me money in cash during our quick meetings in the Quito

airport. At other times, Mr. Zambrano would deposit money directly into my bank account at Banco Pichincha. I attach to this sworn declaration the deposits made by Mr. Zambrano, certified by Banco Pichincha, as Attachments G and H, signed by me. Furthermore, it was my custom to write down on my daily planner the receipt of those payments from Mr. Zambrano, as in the specific instance registered on February 24, 2012. I attach to this sworn declaration a copy of my daily planner, signed by me, as Attachment I.

11. On August of 2009, Mr. Juan Núñez, who by that time was the judge of the Chevron case, became entangled in the scandal of the videos. Because of that scandal, Judge Núñez had to recuse himself from the Chevron case proceedings. In keeping with the law, it then fell on Judge Nicolás Zambrano Lozada to preside over the Chevron case starting in October of 2009.

12. Once it became clear that Mr. Núñez would have to withdraw from the Chevron case, Mr. Zambrano asked me to attempt, through friends of mine, to get in touch with the attorneys for Chevron in order to negotiate an agreement by which the company would pay Mr. Zambrano and me for issuing the final judgment in Chevron's favor. Mr. Zambrano told me that Chevron would have much more money than the Plaintiffs for this agreement, and therefore we could get a better deal and greater profits for ourselves. I do not recall the exact date, but approximately between August and October of 2009, I approached attorney Alberto Racines, of Mr. Adolfo Callejas' law firm, to tell him I could establish a direct connection with Judge Zambrano so they could discuss and negotiate important and decisive issues in the case, including the judgment. For several weeks I insisted on this deal with Mr. Racines, but he rejected my proposal and a relationship with Chevron was never achieved. It was publicly known that I was close to Mr. Zambrano, and some attorneys in the city of Lago Agrio, including an attorney close to Chevron's local attorneys, knew that I was writing rulings on his behalf. Now, it must be clearly stated that I have no personal knowledge that Chevron's attorneys ever knew about my agreement with Mr. Zambrano and, obviously, Chevron's representatives never paid me for any work I did on behalf of Judge Zambrano.

13. Following Chevron's rejection of any negotiation regarding the judgment, I arranged a meeting with Mr. Pablo Fajardo at Mr. Zambrano's suggestion. Mr. Zambrano told me to have that meeting because he had reached an agreement with the Plaintiffs' representatives to quickly move the case along in their favor, but he did not tell me the details of that agreement. Mr. Fajardo and I met in Quito, at the corner of Río Coca and 6 de Diciembre streets, and we discussed my role as ghostwriter for Mr. Zambrano and we agreed on 3 things: (1) I would make the case move quickly; (2) Chevron's procedural options would be limited by not granting their motions on alleged essential errors in rulings I was to write, so the case would not be delayed; and (3) the Plaintiffs' representatives would pay me approximately USD \$1,000 per month for writing the court rulings Mr. Zambrano was supposed to write. My understanding was that I had to follow these guidelines during the remainder of the case. After a short time, I met with Messrs. Fajardo, Donziger and Yanza in the Honey & Honey Restaurant located on Eloy Alfaro and Portugal streets. I attach to this sworn declaration a photograph of the "Honey & Honey" restaurant, signed by me, as Attachment J. During this meeting, Mr. Donziger thanked me for my work as ghostwriter in this case and for helping steer the case in favor of the Plaintiffs'. The payments from the

Plaintiffs' representatives were given to me by Mr. Fajardo in cash, or were deposited into my savings account at Banco Pichincha. I remember that while I was writing court rulings for Mr. Zambrano I would regularly meet with Mr. Fajardo, perhaps twice per month, to discuss my work.

14. I attach to this sworn declaration Attachments K, L, M and N, consisting of certified copies, signed by me, from Banco Pichincha of deposits of USD \$1,000 made on December 23, 2009, and February 5, 2010, by Ms. Ximena Centeno, whom I know to be a worker at the Plaintiffs' office. The payments I received from the Plaintiffs were in addition to the payments I received from Mr. Zambrano for my work as ghostwriter for his other cases.

15. During the time that Mr. Zambrano was the judge for the Chevron case, I was handling the proceedings behind the scenes. Mr. Zambrano and I agreed that I would write the court rulings in favor of the Plaintiffs. Sometimes I would write a court decision in favor of Chevron to avoid suspicion. Mr. Zambrano rarely gave me guidelines on how to specifically write court rulings, trusting that I would handle the process in keeping with the Plaintiffs' interests. Because Messrs. Zambrano and Fajardo knew that I would follow the procedural guidelines aligned with the Plaintiffs' interests, and given the primary purpose of not slowing down the process, I did not have to consult with them regularly regarding the court rulings.

16. On several occasions, I don't recall the exact dates, Mr. Fajardo and I discussed specific procedural issues of the case against Chevron. Sometimes these conversations were over the phone and other times we discussed these issues when Mr. Fajardo would give me money in person. I remember that we had a series of discussions regarding Chevron's motions on essential errors, which Messrs. Fajardo and Donziger told me in one of the meetings they viewed as an obstacle to speeding up the case.

17. To my understanding, Chevron's legal representatives did not know that the Plaintiffs' representatives were paying me money, nor did they know that I, as a ghostwriter, was steering the case in favor of the Plaintiffs.

18. During Mr. Zambrano's time as judge of the Chevron case, I was able to write many court rulings for the Chevron case, as well as other civil cases, on the computer at my home in Quito, which I sent to him via TAME or gave them to him in person at the Quito airport. I attach to this sworn declaration 9 Microsoft Word documents signed by me as Attachments O, P, Q, R, S, T, U, V and W, which were in my personal computer, and which are court rulings written by me for the Chevron case, and which Mr. Zambrano signed and issued in that case.

19. My relationship with the Plaintiffs was close. So much so that at some point, I don't recall the exact date, I dared write Mr. Donziger an e-mail asking him to help me with the immigration situation of one of my children, who lives in Chicago. Mr. Donziger did not answer my e-mail directly, but he sent word through Mr. Fajardo confirming that he had received the e-mail and that he would look into the issue. He never actually concretely replied to my request.

20. The monthly payments I received from the Plaintiffs' representatives and attorneys stopped after Mr. Zambrano was replaced as judge in the Chevron case by Mr. Leonardo Ordóñez, who had been appointed Chief Judge of the Provincial Court of Sucumbíos. During this time I continued writing the court rulings for Mr. Zambrano in other civil cases, and he continued paying me for this work as ghostwriter.

21. Around August of 2010, Chevron filed a motion for the recusal of Mr. Ordóñez as judge of the case, which Mr. Zambrano had to rule on. Mr. Zambrano saw this as an opportunity to once again take control of the Chevron case, and asked me to help him write the court ruling sustaining Judge Ordóñez's disqualification from the case. At that time, and due to those circumstances, I resumed my role as Mr. Zambrano's ghostwriter in the Chevron case. Mr. Zambrano also saw this as an opportunity to once again approach Chevron's attorneys to see if they were willing to pay to have the case decided in their favor. Just as before, Mr. Zambrano and I believed that Chevron could pay more money than the Plaintiffs and could pay immediately, instead of paying only after the case was resolved.

22. Mr. Zambrano again asked me to get in touch with my contacts to try to negotiate a financial agreement with Chevron. Given that my previous attempts to approach Mr. Racines had been unsuccessful, on this occasion I approached [REDACTED]

[REDACTED] to propose to Chevron, through Mr. Callejas' firm, to have Chevron write the final judgment in the case in exchange for a payment to Mr. Zambrano and me, but this attempt failed and nothing came of it. The end result of all this was that Chevron rejected any approach or negotiation with Judge Zambrano and me, and we understood that there was no chance to negotiate an agreement with the aforementioned company, Chevron.

23. Once I knew of Chevron's refusal, Mr. Zambrano suggested and authorized me to seek an agreement with the Plaintiffs' representatives so that they could obtain a verdict in their favor, in exchange for a payment of at least USD \$500,000 to Mr. Zambrano; and whatever amount I could negotiate or agree to for myself. The proposal entailed Plaintiffs writing a draft of the judgment and Judge Zambrano signing it and issuing it as his own. I approached Mr. Fajardo with this offer, and he expressed interest in the subject and stated that he would discuss it with Mr. Donziger. Later on I was called by Mr. Fajardo to a meeting that took place at the Honey & Honey restaurant. Messrs. Fajardo, Yanza and Donziger were present. I summarized the proposal in detail and Mr. Donziger replied that at the moment they did not have that sum of money to pay us. Subsequently, Mr. Zambrano told me he was in direct contact with Mr. Fajardo and that the Plaintiffs' representatives had agreed to pay him USD \$500,000 from whatever money they were to collect from the judgment, in exchange for allowing them to write the judgment in the Plaintiffs' favor. Mr. Zambrano told me he would share with me part of that money once it was paid to him.

24. From that point forward, our modus operandi regarding my role as ghostwriter in the Chevron case changed. Mr. Zambrano advised me that we had to be more careful because the attorneys for Chevron

would be very attentive to any irregularities. Because of that, a few times I traveled to Lago Agrio to work on the court rulings for the Chevron case, from Mr. Zambrano's residence in that city. I worked on a laptop that Mr. Fajardo had given to me personally so that I could draft the relevant court rulings. Eventually, I had to return that laptop to Mr. Fajardo a short time before the judgment was issued on February 14, 2011.

25. In late January or early February of 2011, approximately two weeks before the trial court in the Chevron case issued the judgment, Mr. Zambrano gave me a draft of the judgment so that I could revise it. It was through him that I found out that the attorneys for the Plaintiffs had written that judgment and had delivered it to him. Mr. Zambrano asked me to work on the document to fine-tune and polish it so it would have a more legal framework. In recalling these facts initially, I assumed I had received the document on a flash drive given to me by Mr. Zambrano in the Quito airport, as he usually did with the projects I helped him with. But later on I specifically remembered that I worked on that document in Mr. Zambrano's residence in Lago Agrio using Mr. Fajardo's computer. I do not recall the exact date this happened, but I worked on the draft judgment for several hours during two days. Mr. Zambrano explicitly asked me not to make copies nor leave traces of this document nor the changes I was making, outside of the file on which I worked.

26. I began to work on the document as soon as I received it. First I read the holding and I began to work on several sections that needed more structure and basis, especially with terminology related to environmental law. I remember that I called Mr. Fajardo on his cell phone to ask him about some sections of the document that confused me. Mr. Fajardo told me not to worry and that he would e-mail me a memory aid to clarify my questions. Mr. Fajardo e-mailed me a document of around 10 to 12 pages titled "Memory Aid," with some information about the case. In reality, the document did not help me much with my doubts, so that day I worked on punctuation and spelling. I spent the following day making around 20 changes to improve its structure and make it seem more like a judgment issued by the Sucumbíos Court.

27. Overall, I made very few changes to this document—mostly word changes due to personal preference—and the document I returned to Mr. Zambrano was not too different from the one the Plaintiffs had given him.

28. Based on what Mr. Zambrano told me, it is my understanding that the Plaintiffs' attorneys made changes to the judgment up to the very last minute before it was published. But I have never read the final judgment that was published on February 14, 2011 and signed by Judge Zambrano; therefore I don't know for certain what changes were made after I turned the project over to Mr. Zambrano. After Mr. Zambrano issued the judgment, I assisted him over the phone as he prepared the supplemental and clarification order for the judgment.

29. I knew at that time, and I know now, that the agreement in which I participated, and by which the Plaintiffs' representatives drafted the judgment in the Chevron case which Judge Zambrano issued, with my help, was a violation of Ecuadoran laws. According to Ecuadoran law, only a judge is authorized to

write rulings and judgments. For these same reasons I knew at the time, as I know now, that the arrangement in which I participated, whereby I drafted court rulings for Mr. Zambrano steering the case in favor of the Plaintiffs, and was paid by the Plaintiffs' representatives for that work, was a violation of Ecuadoran law. And I knew at that time, as I know now, that the agreement that Mr. Zambrano told me he had reached with the representatives' attorneys, to let them draft the judgment in favor of the Plaintiffs and against Chevron, in exchange for him receiving USD \$500,000 once they collected the money from the judgment, was a violation of Ecuadoran law.

30. After that I distanced myself from the Chevron case. I have no knowledge as to how the judgment at the appellate level, as signed by the appellate justices, nor any subsequent court rulings in the case against Chevron were reached. I focused on helping Mr. Zambrano with other civil and labor cases that required court rulings and judgments from him, and that is why I continued working as a ghostwriter for Judge Zambrano until his dismissal as judge at the end of February of 2012.

31. I have had no other contact with the attorneys for the Lago Agrio Plaintiffs since then, except for a meeting arranged by Mr. Fajardo in his Quito office, located in a house at José de Abascal E12A-143 and Portete. I do not recall the exact date of the meeting, but I estimate it was around May or June of 2011. During that meeting, Mr. Fajardo told me that in the case that was being heard in the United States, they needed people to testify about the suitability of the Ecuadoran legal system. Then he proposed that I go to the United States to testify to that effect and thus discredit Chevron's attorneys. Mr. Fajardo offered to pay my airfare and hotel expenses and to give me USD \$5,000 for giving that testimony. Mr. Fajardo told me I would have to travel in November of 2011 and I told him I would consider his offer. Mr. Fajardo never again reaffirmed the proposal nor did I seek him out to follow up on the subject.

32. In addition to the work I did on the Chevron judgment by going through the draft written by the Plaintiffs' representatives, I also performed similar work on other judgments for other cases for Judge Zambrano. On one particular occasion, the representatives of the Compañía Oleoducto de Crudos Pesados, known as OCP, paid Judge Zambrano and me to issue an appellate judgment that they had written. The OCP representatives gave me the draft of the appellate judgment in a flash drive, which was loaded onto Judge Zambrano's computer with the help of a computer technician. Judge Zambrano subsequently issued that judgment drafted by OCP as if it were his own. I attach to this sworn declaration the draft judgments from other cases that I worked on, which were later signed by Judge Zambrano, as Attachments X and Y, signed by me.

33. In April of 2012, Mr. Zambrano, who had recently been dismissed from his post as Judge of the Sucumbíos Court, authorized me to begin talks with Chevron's representatives to reveal the truth regarding the drafting of the judgment in the Chevron case. However, since these talks with Chevron's representatives began, Mr. Zambrano has had a change of heart for reasons he has not fully explained to me, and now says he is not willing to cooperate with Chevron and to reveal the truth. I, for my part, have nonetheless decided to tell Chevron the truth and I have submitted documents and other evidence that confirm what actually happened. I have only asked Chevron to receive a payment for the documentary evidence I had in my possession or which I have been able to obtain, as well as payment

for my time and expenses in collecting this documentary evidence. In exchange for this, Chevron has paid me USD \$38,000 to compensate me for the documents I have submitted; for my personal computer on which I wrote several of the judgments and court rulings, including some for the Chevron case as part of my agreement with Mr. Zambrano; for flash drives and compact discs; for two cell phones I used during the relevant time period; for my password and access to the e-mail account I used during the relevant time period; and for my time and expenses in these task[s]. The documents I have submitted to the company include: copies of my bank records and deposits made to my account at Banco Pichincha; certified records from TAME for the delivery of packages between Lago Agrio and Quito; copies of my credit card statements and copies of my cell phone calls records for the months of May, June and July of 2012. However, I have not received, nor have I requested, any compensation for making this sworn declaration, or any other testimony, which I provide abiding by the truth, voluntarily and of my own free will.

34. I believe that by making this sworn declaration, I am confronting the Plaintiffs in the case against Chevron and the Government of President Rafael Correa. I am aware that by making this decision, I am risking the security of my life and the lives of my family, but I feel duty-bound to state the truth. I have informed Chevron's representatives about my concerns regarding the safety risks that this sworn declaration could cause me, and Chevron's representatives have committed themselves to take necessary and reasonable measures to protect my security.

I declare that the foregoing is true and correct under penalty of perjury and in accordance to the laws of Ecuador and the United States of America, and the laws of the States of California, Alabama, Alaska, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming, and in accordance to the laws of the District of Columbia, and in accordance to the laws of any qualified jurisdiction, and that this sworn declaration was executed in the city of Chicago, Illinois, on November 17, 2012.

[signature]

ALBERTO GUERRA BASTIDAS

National Identification No. [REDACTED]

Sworn before me on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

ATTACHMENTS

***RIVERA INTERPRETING, INC.***

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Nov. 21, 2012

**Re: DECLARATION OF ALBERTO GUERRA BASTIDAS**

To Whom It May Concern:

I, Jesús Rivera, affirm that I am a certified judicial interpreter and translator of the Spanish and English languages. I am certified by:

- The Judicial Council of the State of California, since 2000,
- The Administrative Office of the U.S. Courts, since 2006,
- The American Translators Association (English ↔ Spanish) since 2008.

I affirm that on Nov. 21, 2012, as contracted by Gibson, Dunn & Crutcher LLP, I finished translating from the Spanish into the English language an 8-page document titled "DECLARATION OF ALBERTO GUERRA BASTIDAS," and that said translation is true and accurate to the best of my ability.

Sincerely,

  
Jesús Rivera