



June 12, 2014

Mr. Edward J. Newberry
Managing Partner, Patton Boggs
Mr. Charles E. Talisman
General Counsel, Patton Boggs

Dear Sirs:

We write in reference to the letter we sent you dated May 19, 2014, in which we reserved all our rights with respect to injuries your firm has caused us by your attempted settlement agreement with Chevron Corporation,¹ and in which we articulated a number of steps that your firm was required to take "immediately" as "to protect our interests and mitigate any damage made by your firm's withdrawal." **We have received no written response to this letter.** We have received no acknowledgment of receipt of the letter. Nor, with the exception of the initiation of discussions about turning over client files, has Patton Boggs taken any of the necessary steps. To the extent that this failure to act—and to communicate—has further prejudiced and injured us, we again reserve all our rights.

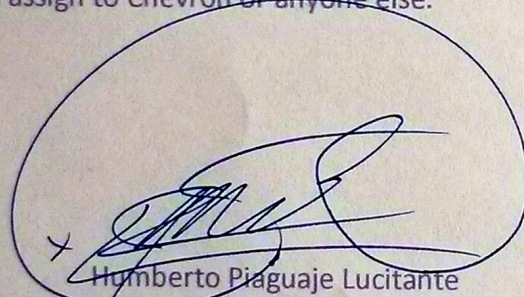
In addition to the process of turning over the client file, which we insist you continue expeditiously, we again insist:

- that you provide a written undertaking withdrawing your commitment to "fully cooperate" with Chevron on additional disclosure of confidential client information and instead commit not to turn over any information to Chevron, whether by document disclosure or deposition testimony, unless expressly ordered to do so by a court of law;
- to the extent that any additional disclosure is ordered by a court of law, that you commit to providing funding sufficient to secure counsel to review the discovery process, appear at depositions, and take all necessary steps to protect our privileges and confidentialities and other interests;
- that you provide an explicit written withdrawal of your prejudicial and unjustifiable statement of "regret" made in connection with the announcement of the attempted settlement agreement.

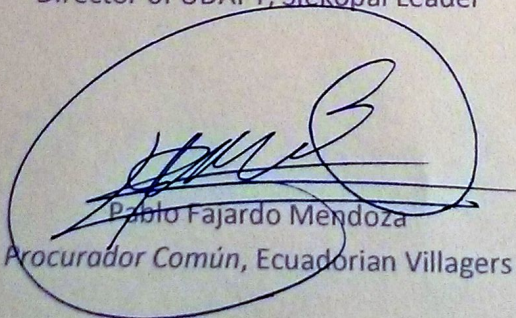
¹ The approval of that agreement as part of the stipulated dismissal of litigation between Chevron and Patton Boggs in the U.S. Federal District Court for the Southern District of New York, Case 1:12-cv-09176-LAK-JCF, is now under reconsideration by that Court.



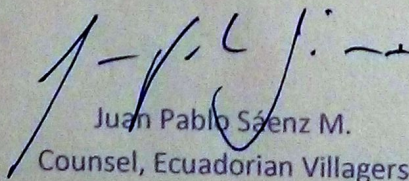
We also write to make clear that pursuant to the terms of your retainer agreement, and 30 days having passed since your effective notice to us of your termination and material breach of the agreement by means of your May 7, 2014 settlement agreement, as well as our letter to you of May 8, 2014, recognizing that termination, the retainer agreement is fully terminated, with no right, claim, title, or interest remaining to Patton Boggs in any fee, reimbursement, payment, or other compensation or benefit of any sort, including any right to arbitration. All derivative and related addendums and agreements are similarly terminated, as is Patton Boggs' participation in the Intercreditor Agreement. To the extent that any settlement agreement you may eventually enter into with Chevron contains an assignment provision such as that in the May 7, 2014 agreement being challenged, it should be clear that Patton Boggs has no remaining interest in the *Aguinda v. Chevron* judgment or related litigation to assign to Chevron or anyone else.



Humberto Piaguaje Lucitante
Director of UDAPT, Siekopai Leader



Pablo Fajardo Mendoza
Procurador Común, Ecuadorian Villagers



Juan Pablo Sáenz M.
Counsel, Ecuadorian Villagers

CC: James Tyrrell Jr., Eric Westenberger, Steven Donziger, Aaron Page, David Spears, Julian Jarvis, Adam Bialek.