

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THE REPUBLIC OF ECUADOR et al., :
 :
 Plaintiffs, :
 :
 v. : No. 04CV8378LBS
 :
 CHEVRONTEXACO CORPORATION et al., :
 :
 Defendants. :
-----X

Washington, D.C.

Thursday, November 16, 2006

Deposition of

RODRIGO PEREZ PALLARES

a witness, called for examination by counsel for
Plaintiffs, pursuant to notice and agreement of
counsel, beginning at approximately 10:07 a.m.,
at the law offices of Winston & Strawn, 1700 K
Street, NW., Washington, D.C., before Mary Ann
Payonk of Beta Court Reporting, notary public in
and for the District of Columbia, where were
present on behalf of the respective parties:

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1 questions. You testified earlier that you
2 had not seen the Gulf-Texaco correspondence
3 that was in 1975, 1976 time frame before
4 2000. But were you aware of the controversy
5 or issue at all in the 1970s between Texaco
6 and Gulf?
7 MR. KOLIS: Object to form.
8 THE WITNESS: The answer is no.
9 BY MR. BLOOM:
10 Q Did you have access to the reading
11 file in the 1975, 1976 time frame?
12 A No.
13 Q When did you first get access to
14 the reading file? When you joined back in
15 1978?
16 A Yes, but only to the reading file
17 of the proprietary office, not the
18 consortium.
19 Q Okay. Did you review or see any of
20 the Gulf-Texaco correspondence that we went
21 through this morning prior to the time that
22 you executed your affidavit in 2004?

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1 A What type of correspondence?
2 Q The correspondence in which Gulf
3 took the position that the NAPO joint
4 operating agreement was no longer in force or
5 applicable.
6 A No, I don't remember, no.
7 Q Did the manual of approvals say on
8 their cover "implementing the NAPO JOA," or
9 words to that effect?
10 A Implementing the what? I'm sorry.
11 Q The NAPO JOA.
12 A Truth is I need to see it. I don't
13 -- how could I remember that?
14 Q You don't recall, sitting here
15 today, whether the operating manuals even
16 referenced the 1965 JOA, is that correct?
17 A I -- I don't remember, but what I
18 do know is that the manuals were handled by
19 people in operations, mainly in the
20 accounting part.
21 Q But you don't know whether they
22 referenced the NAPO JOA at all in the

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1 documents?
2 MR. KOLIS: Objection, asked and
3 answered.
4 BY MR. BLOOM:
5 Q Returning to article 8 of the 1994
6 MOU, I just want to be clear here that
7 article 8 does not distinguish between types
8 of claims, does it?
9 A No.
10 Q Nor does article 8 distinguish
11 between possible remedies third parties might
12 bring or might seek?
13 A That is correct.
14 Q But what it does do instead is it
15 carves out entirely any action brought by
16 parties who were not parties to the
17 settlement agreement. Would you agree with
18 that?
19 MR. KOLIS: Object to form, asked
20 and answered several times.
21 (Discussion off the record.)
22 (The reporter read the record as

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1 requested.)
2 THE WITNESS: I agree. What I want
3 to emphasize is that that does not give the
4 right to prosecute a claim that is not
5 foreseen under Ecuadorian law.
6 BY MR. BLOOM:
7 Q If I'm understanding you correctly,
8 and I don't mean to mischaracterize your
9 testimony -- you'll tell me if I'm incorrect
10 -- I think what you're saying is that a
11 plaintiff can sue in Ecuador but can only
12 obtain relief to the extent Ecuador permits
13 that relief.
14 A That's exactly it.
15 Q But the MOU and the settlement
16 doesn't affect that one way or the other. It
17 doesn't give them rights they would not
18 otherwise have. Is that a fair statement?
19 A That's correct.
20 Q Okay. Let me turn to a new
21 subject. Did you have or participate in any
22 meetings or discussions with Attorney General