

***Omega Engineering LLC & Oscar Rivera v.  
Republic Of Panama***

*ICSID Case No. ARB/16/42*

**Claimants' Opening Statement**

February 24, 2020



# CLAIMANTS' OPENING STATEMENT

- **Melissa S. Gorsline—Partner, Jones Day**
  - *Claimants and Their Investment*
  - *Respondent's Wrongdoing and Corruption Allegations*
- **Charles T. Kotuby Jr.—Partner, Jones Day**
  - *Other Jurisdictional Objections and Treaty Standards*
  - *Restitution and Quantum*
- **Carlos F. Concepción—Partner, Shook, Hardy & Bacon**
  - *Conclusion*

# CLAIMANTS



Oscar I. Rivera



100% Ownership



Omega U.S.

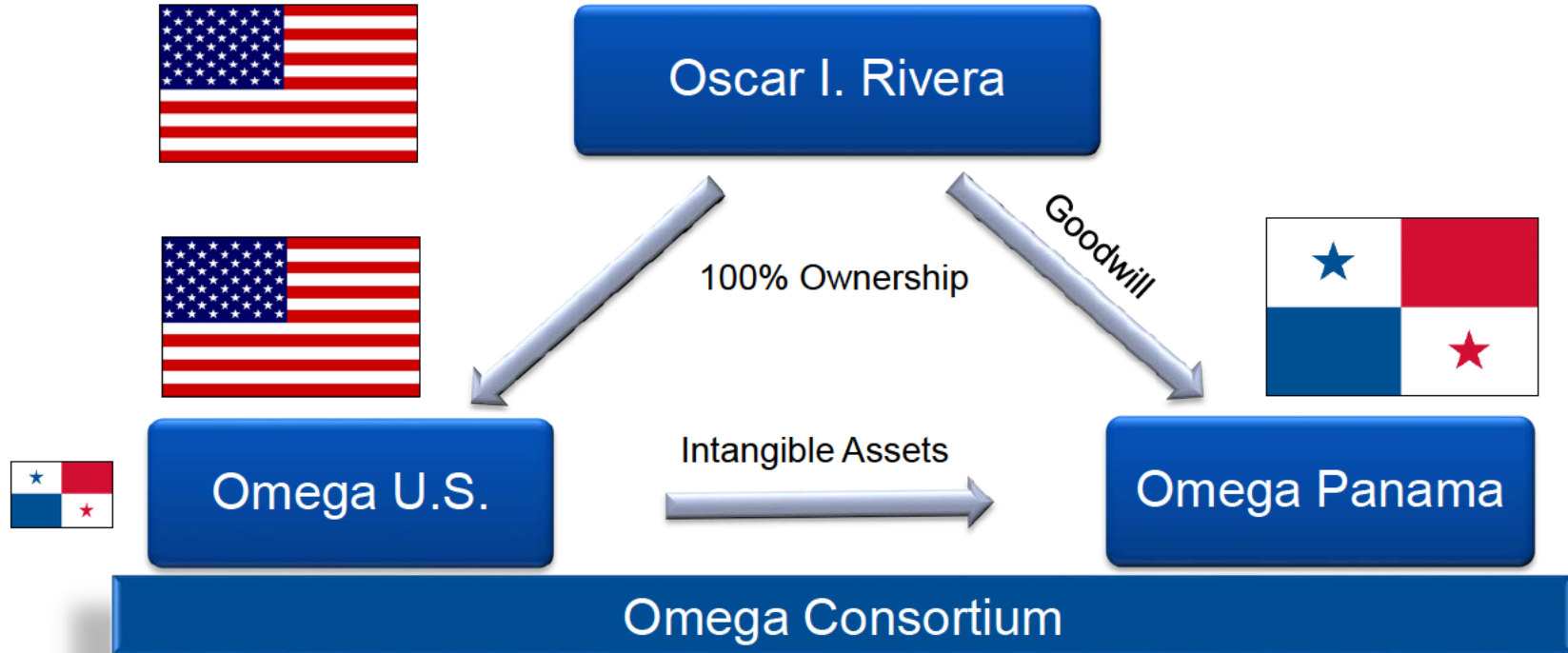
# CLAIMANTS HAVE A LONG HISTORY OF IMPRESSIVE PERFORMANCE



(C-0615)



# CLAIMANTS MADE SUBSTANTIAL INVESTMENTS IN PANAMA

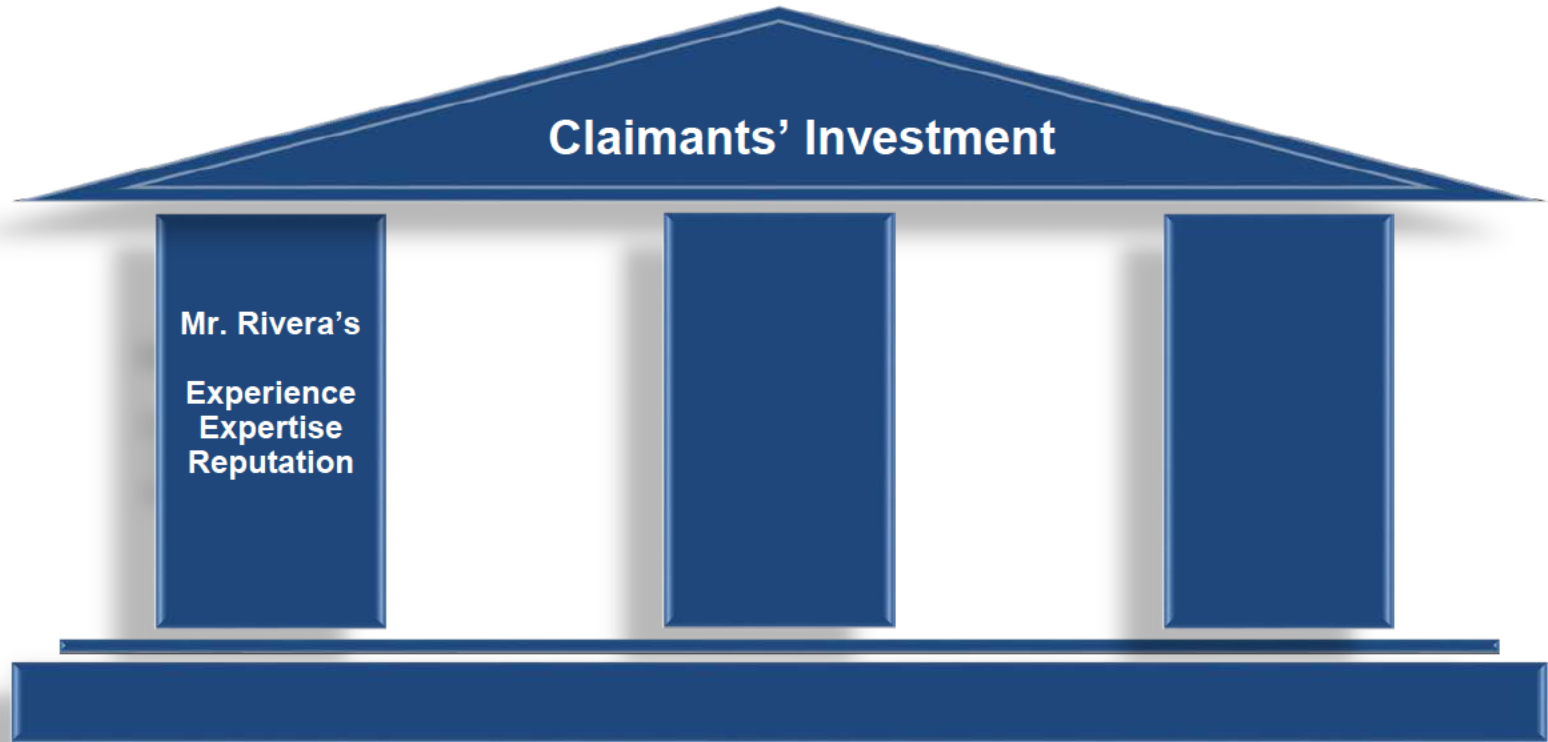


# CLAIMANTS MADE SUBSTANTIAL INVESTMENTS IN PANAMA

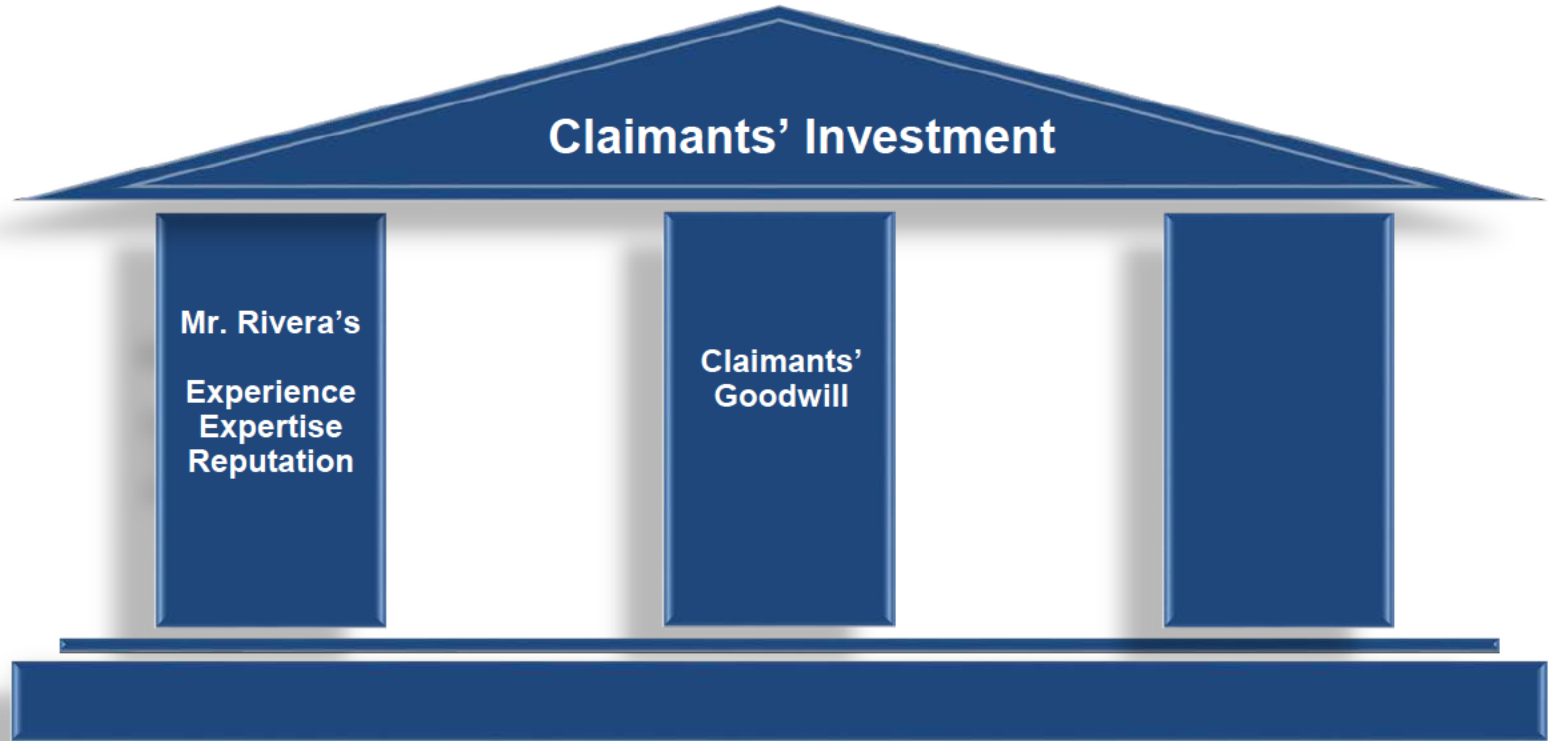


Claimants' Investment

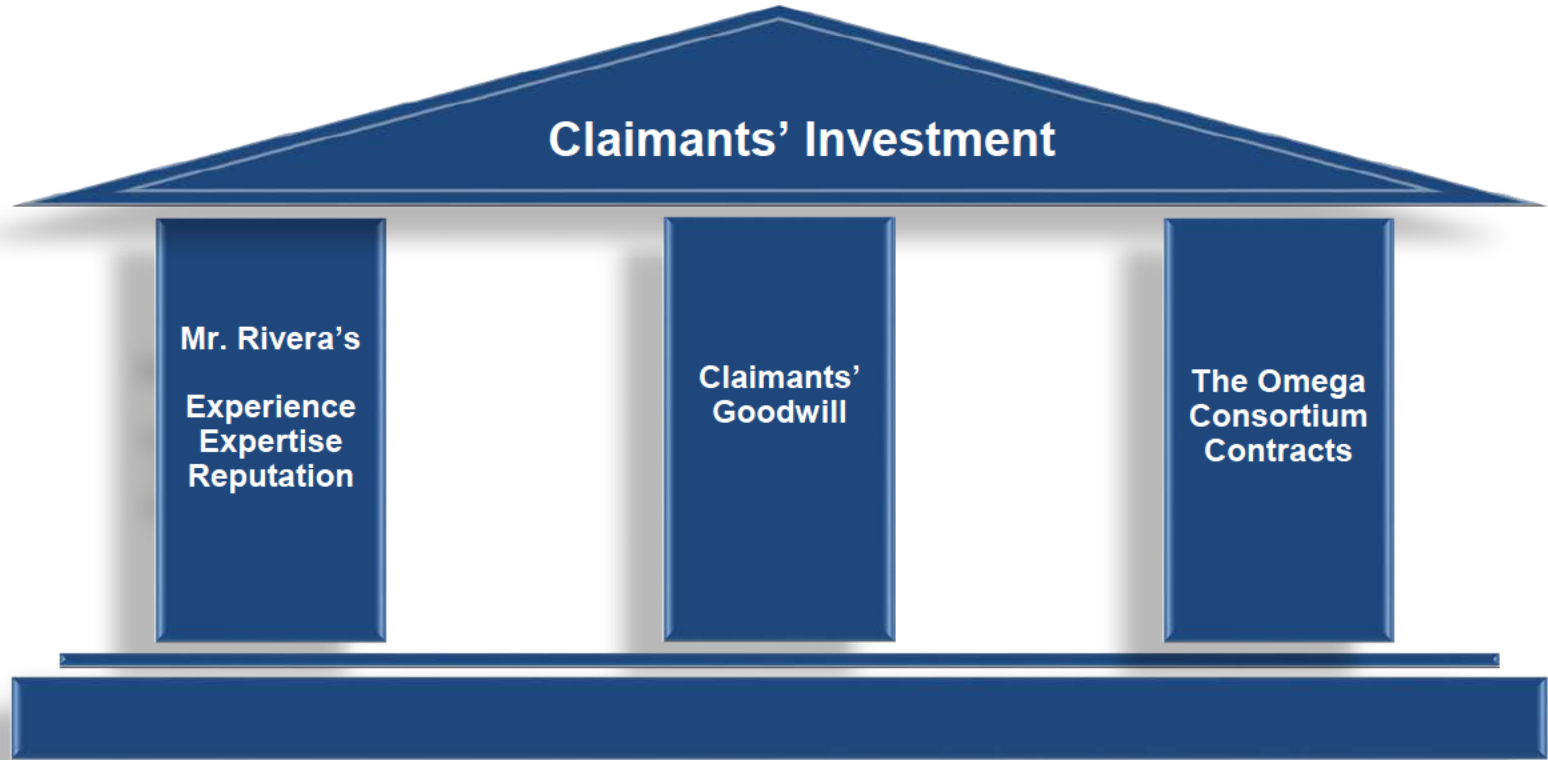
# CLAIMANTS MADE SUBSTANTIAL INVESTMENTS IN PANAMA



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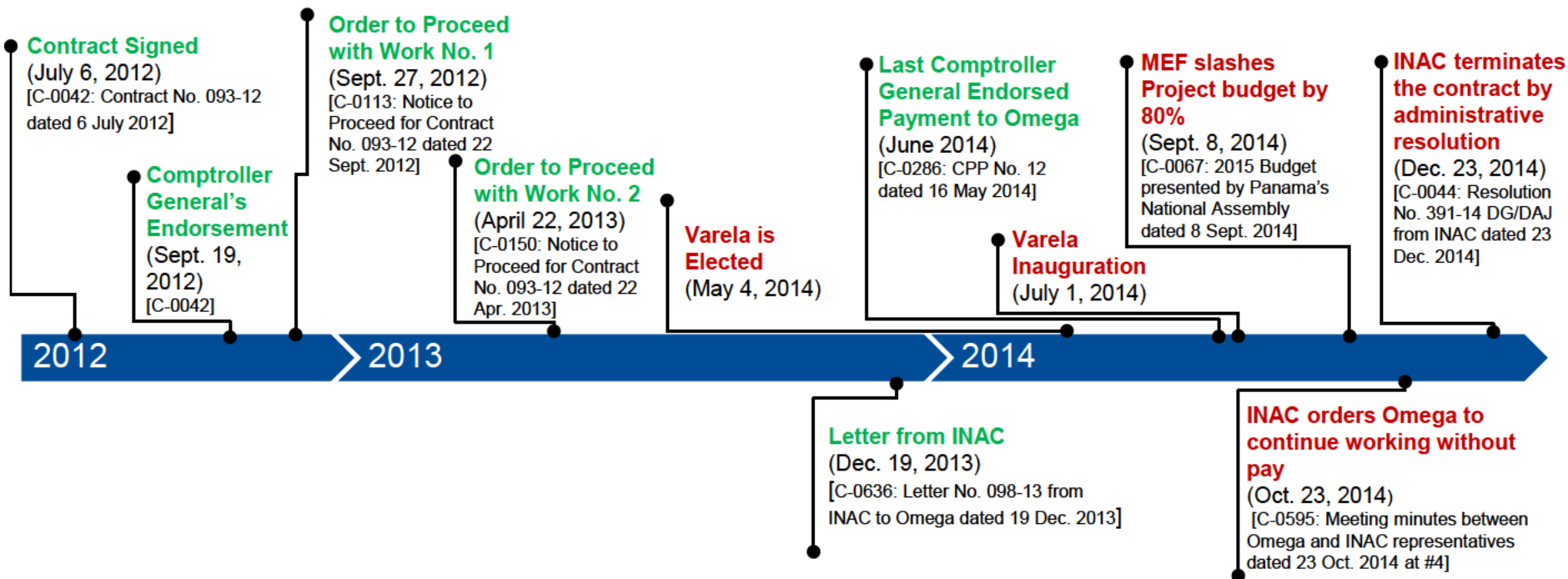
# CLAIMANTS SUCCESSFULLY WON NUMEROUS GOVERNMENT CONTRACTS

- **Minsa Capsi Contracts**
  - *Three medical facilities: MC Rio Sereno Contract, MC Kuna Yala Contract & the MC Puerto Caimito Contract (C-0028; C-0030; C-0031)*
- **Mercado Público de Colón Contract**
  - *Public market (C-0034)*
- **Ciudad de las Artes Contract**
  - *Higher education facility (C-0042)*
- **La Chorrera Contract**
  - *Courthouse and parking facility (C-0048)*
- **Municipality of Panama Contract**
  - *Public markets (C-0056)*
- **Municipality of Colón Contract**
  - *Municipal hall and mayoral offices (C-0051)*

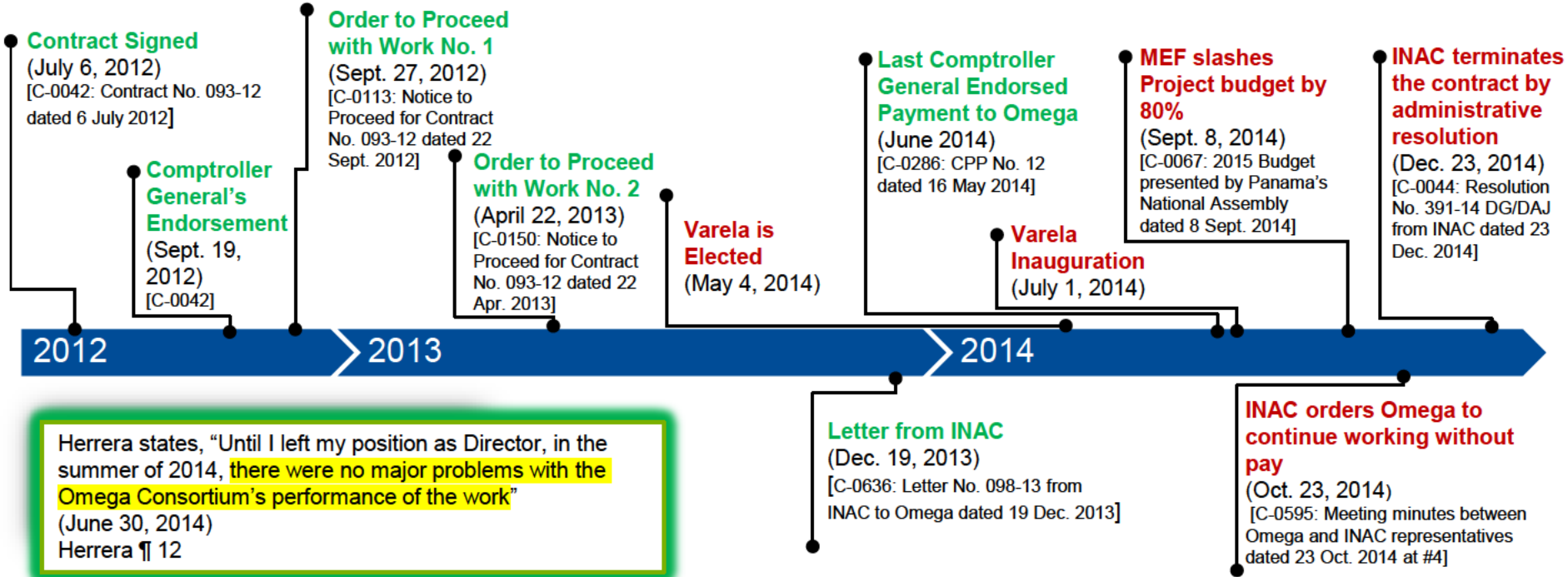
## CLAIMANTS' INVESTMENT WAS A PROVEN FINANCIAL SUCCESS

- **In 2011, Omega Panama earned [REDACTED] in revenue**  
Compass Lexecon 2 ¶ 60
- **By the end of 2013, its revenue had reached nearly [REDACTED]**  
Compass Lexecon 2 ¶ 60
- **Going forward its contracts were valued at over [REDACTED]**  
Compass Lexecon 1, Table VIII

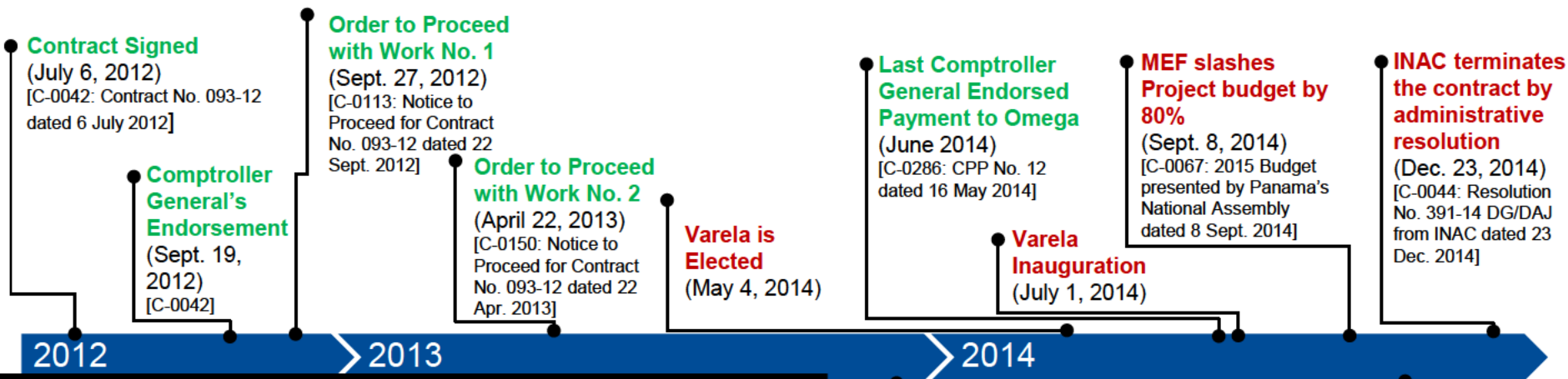
# RESPONDENT'S MISCONDUCT EXEMPLIFIED: THE CIUDAD DE LAS ARTES PROJECT



# RESPONDENT'S MISCONDUCT EXEMPLIFIED: THE CIUDAD DE LAS ARTES PROJECT



# RESPONDENT'S MISCONDUCT EXEMPLIFIED: THE CIUDAD DE LAS ARTES PROJECT



"I send you my greetings and congratulations on your hard work in carrying out your activities.

**The National Institute of Culture (INAC), on whose behalf I am acting, wishes to deeply thank the Omega Consortium and the Sub-Contractors** for the support provided for the dismantling and mobilization work carried out in the offices of the National Directorate of Historical Heritage (DNPH), the Administration of the Museum and Storage, located in the Reina Torres de Arauz Museum, to continue with the construction works on the Ciudad de las Artes Project.

**We hope to be able to continue to count on your collaboration and support in any other activity required for the duration of the project."**

(December 19, 2013)

C-0636

**Letter from INAC**

(Dec. 19, 2013)

[C-0636: Letter No. 098-13 from INAC to Omega dated 19 Dec. 2013]

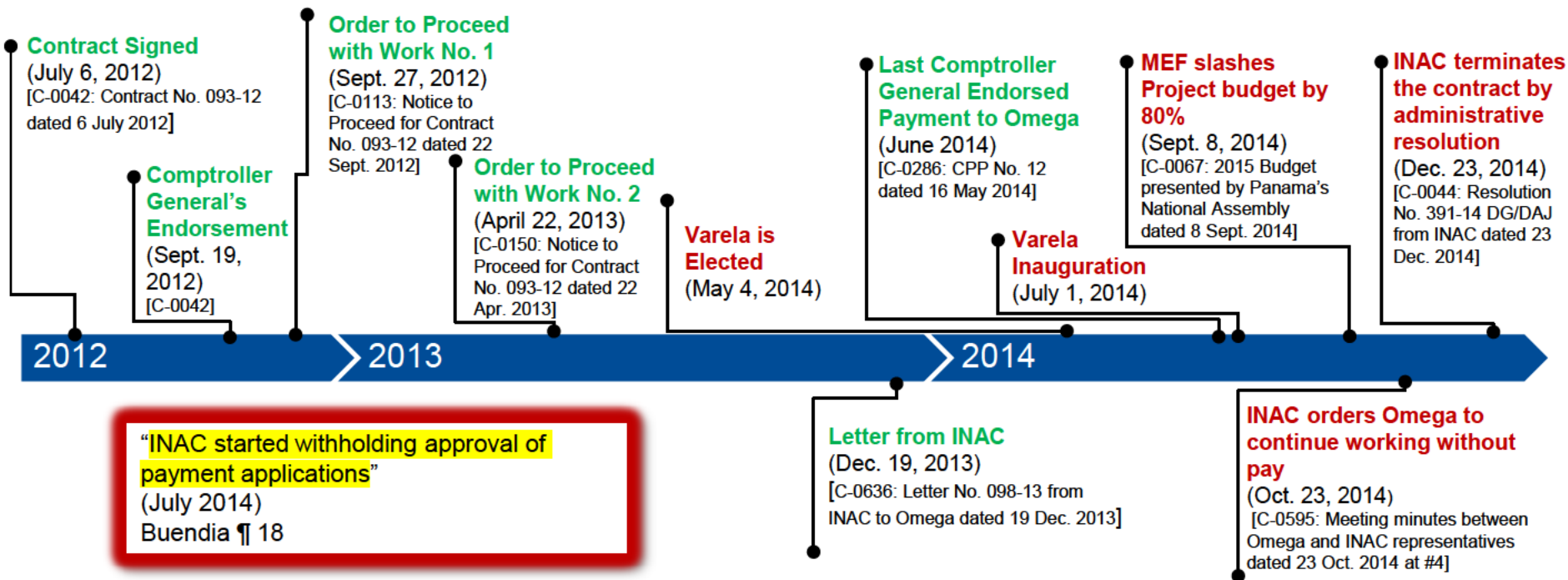
**INAC orders Omega to continue working without pay**

(Oct. 23, 2014)

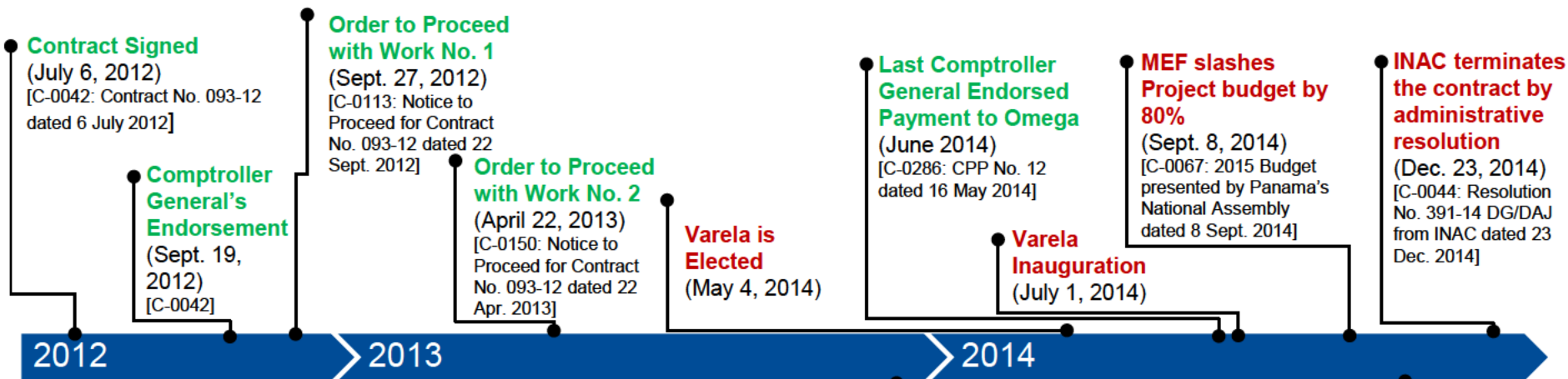
[C-0595: Meeting minutes between Omega and INAC representatives dated 23 Oct. 2014 at #4]



# RESPONDENT'S MISCONDUCT EXEMPLIFIED: THE CIUDAD DE LAS ARTES PROJECT



# RESPONDENT'S MISCONDUCT EXEMPLIFIED: THE CIUDAD DE LAS ARTES PROJECT



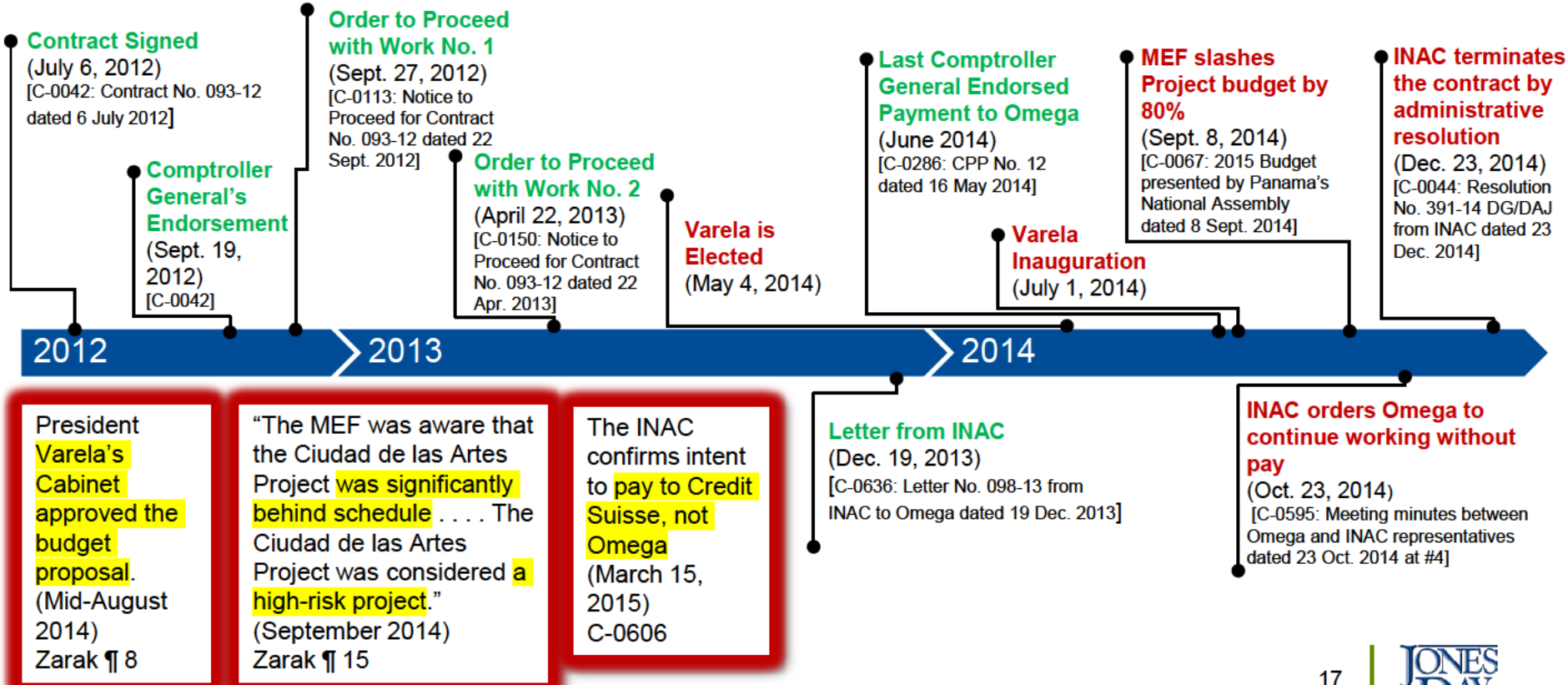
"In the meeting held yesterday, September 24, 2014 with the of Legal Affairs Directorate of INAC, we informed them of the importance of responding to OMEGA regarding the Certificates of Partial Payment Nos. 13, 14 and 15, which were duly approved by INAC's Inspectors and the Comptroller General's Office. **It was explained that the delay in this process is seriously affecting the cash flow of the Contractor.**"

(September 24, 2014)  
C-0593

**Letter from INAC**  
(Dec. 19, 2013)  
[C-0636: Letter No. 098-13 from INAC to Omega dated 19 Dec. 2013]

**INAC orders Omega to continue working without pay**  
(Oct. 23, 2014)  
[C-0595: Meeting minutes between Omega and INAC representatives dated 23 Oct. 2014 at #4]

# RESPONDENT'S MISCONDUCT EXEMPLIFIED: THE CIUDAD DE LAS ARTES PROJECT



## RESPONDENT BLOCKED OMEGA FROM OBTAINING ANY NEW GOVERNMENT CONTRACTS

- **Ciudad de las Artes**

- Administrative Resolution terminating the Ciudad de las Artes Contract on 23 Dec. 2014

C-0044; C-0230: Resolution No. 391-14 DG/DAJ from INAC dated 23 Dec. 2014

- **Municipality of Panama**

- Administrative Resolution terminating the Municipality of Panama Contract on 28 Sept. 2016

C-0234: Resolution No. C-10-2017 dated 28 Sept. 2016

- **Prohibition on Public Bidding**

- Omega prohibited from bidding until 15 Feb. 2020

C-0443: List of Debarred Companies, PANAMACOMPRA

# PRESIDENT VARELA PERSONALLY CONTROLLED BUDGET DECISIONS

[...]

[08/15/17 8:59:14 a.m.] Minister of Economy and Finance: President, the additional funds for the MINSA (Ministry of Health) in order to pay IBT's CNOs (No Objection Certificates) are 41.6 million and not 40, meaning I have to cut back 1.6 from another institution. Should I cut it back from the MOP (Public Works Ministry) or the ATP (Environmental, Territorial and Participative Policy)?

[08/15/17 8:59:50 a.m.] Jj: Mop

[08/15/17 9:00:05 a.m.] Jj: Give them less

[08/15/17 9:00:13 a.m.] Jj: We'll handle it later

[08/15/17 9:00:35 a.m.] Jj: We need to promote tourism

[08/15/17 9:02:10 a.m.] Minister of Economy and Finance:

**[08/15/17 8:59:14 a.m.] Minister of Economy and Finance: President, the additional funds for the MINSA (Ministry of Health) in order to pay IBT's CNOs (No Objection Certificates) are 41.6 million and not 40, meaning I have to cut back 1.6 from another institution. Should I cut it back from the MOP (Public Works Ministry) or the ATP (Environmental, Territorial and Participative Policy)?**

[08/15/17 8:59:50 a.m.] Jj: Mop

[08/15/17 9:00:05 a.m.] Jj: Give them less

[08/15/17 9:00:13 a.m.] Jj: We'll handle it later

C-0834: Chat with Dulcidio de la Guardia, then-Minister of Finance & Economy dated 24 Apr. 2017 through 12 Oct. 2018

[...]

[09/16/18 11:36:22 a.m.] +507 6616-4102: Mr. President, this is the 84 million from Soho Van Dam. There is an agreement and we have to pay for it, but I am asking if it is possible to hold it off until Tuesday, September 25.

[09/16/18 12:27:27 p.m.] +507 6616-4102: Another thing: I have a meeting with the Mexicans from Soho, they are coming on Tuesday, September 25. They say they will have the offer ready.

[09/16/18 12:36:26 p.m.] Jj: Ok, let's hold off on that

[09/16/18 12:36:26 p.m.] Jj: Until they ask for it

[09/16/18 12:36:46 p.m.] Jj: Raul Hernandez has been very disrespectful

[09/16/18 12:36:55 p.m.] Jj: But I do want to pay

**09/16/18 12:27:27 p.m.] +507 6616-4102: Another thing: I have a meeting with the Mexicans from Soho, they are coming on Tuesday, September 25. They say they will have the offer ready.**

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[09/16/18 12:36:46 p.m.] Jj: Raul Hernandez has been very disrespectful

[09/16/18 12:36:55 p.m.] Jj: But I do want to pay

[09/16/18 12:37:30 p.m.] Jj: They're friends

[09/16/18 12:37:30 p.m.] Jj: Hold on to it until they call

[09/16/18 12:37:34 p.m.] +507 6616-4102: Ok

C-0819: Chat with Eyda Varela de Chinchilla, then Panama's Minister of Economy & Finance dated 14 Sep. 2018 through 5 Oct. 2018



# PRESIDENT VARELA DIRECTED ASSAULT

[C-0681 resubmitted]

## WhatsApp Messages between Frankie Lopez and Nessim Barsallo (Excerpts)

[...]

[1/24/16, 3:09:12 PM] Frankie J. Lopez®: And the other CNOs that are outstanding and did not want to endorse?

[1/24/16, 3:10:00 PM] Nessim Barsallo: The issue with the change order I'm going to take to the Comptroller General's Office

[1/24/16, 3:10:05 PM] Nessim Barsallo: Because it is crazy

[...]

[3/3/16, 6:49:47 PM] Nessim Barsallo: Ha ha ha

[3/3/16, 6:49:52 PM] Nessim Barsallo: Gout, little gout

[3/3/16, 7:28:58 PM] Frankie J. Lopez®: But what's up with you

[3/3/16, 7:29:03 PM] Frankie J. Lopez®: Don't be like that

[3/3/16, 7:29:19 PM] Nessim Barsallo: Ha ha ha

[3/3/16, 7:29:27 PM] Nessim Barsallo: Gout, when are you coming

[3/3/16, 7:29:35 PM] Nessim Barsallo: I miss you, asshole

[3/3/16, 7:31:05 PM] Frankie J. Lopez®: I know you fat, but when I think everything is getting resolved, all of a sudden it gets complicated

[3/3/16, 7:43:47 PM] Nessim Barsallo: What's happening at the Comptroller [General's Office]?

[3/3/16, 7:43:54 PM] Nessim Barsallo: Is it a conspiracy?

[3/3/16, 7:58:16 PM] Frankie J. Lopez®: It looks like it

[3/3/16, 7:58:35 PM] Nessim Barsallo: I conclude they have orders

[3/3/16, 7:43:47 PM] Nessim Barsallo: What's happening at the Comptroller [General's Office]?

[3/3/16, 7:43:54 PM] Nessim Barsallo: **Is it a conspiracy?**

[3/3/16, 7:58:16 PM] Frankie J. Lopez®: It looks like it

[3/3/16, 7:58:35 PM] Nessim Barsallo: **I conclude they have orders**

- On 26 November 2015, Victor Almengor, an in-house attorney at the Colón Municipality, told Mr. Lopez that **Mr. Varela wanted to rescind the Omega Consortium's contract with that entity.**
- On 3 December 2015, Mr. Mandarakas, an engineer working for the Judiciary in the La Chorrera Project, told Mr. Lopez that **the decision to terminate the La Chorrera Contract had come from above.**
- Mr. Barsallo from MINSA, told Mr. Lopez that **he had concluded that there were orders coming from the Presidency to the Comptroller General's Office to interfere with the Omega Consortium's Contracts.**
- Mr. Policani, the Mayor of Colon, also confirmed to Mr. Lopez that he had **received instructions to cancel the Municipality of Colon Project, and that the pressure he was receiving from the Presidency was severe.**
- Guillermo Bermudez from the Municipality of Panama personally told Mr. Lopez he had **instructions to halt the Omega Consortium's project until the Moncada Luna investigation had been finalized.**
- Mr. Blandon, the Mayor of Panama and an ally and appointee of President Varela, informed Mr. Lopez that **he did not want the Mercados Perifericos projects, and that he wanted to build a warehouse in the place where the Juan Diaz Market was being built.**

# PRESIDENT VARELA DIRECTED ASSAULT: “THAT COMES FROM THE PRESIDENCY”

[C-0681 resubmitted]

## WhatsApp Messages between Frankie Lopez and Nessim Barsallo (Excerpts)

[...]

[1/24/16, 3:09:12 PM] Frankie J. Lopez: And the other CNOs that are outstanding and did not want to endorse?

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[3/3/16, 7:28:58 PM] Frankie J. Lopez: But what's up with you

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getting resolved, all of a sudden it gets complicated

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[3/3/16, 7:58:16 PM] Frankie J. Lopez: It looks like it

[3/3/16, 7:58:35 PM] Nessim Barsallo: I conclude they have orders

[3/3/16, 7:58:50 PM] Frankie J. Lopez: They say they're verifying in legal blah blah blah

because of the case

[3/3/16, 7:59:03 PM] Frankie J. Lopez: It sucks bro

[3/3/16, 7:59:07 PM] Nessim Barsallo: [Bluff]

[3/3/16, 7:59:57 PM] Frankie J. Lopez: Why?

[3/3/16, 8:01:22 PM] Frankie J. Lopez: Do you [know] anything?

[3/3/16, 8:01:27 PM] Frankie J. Lopez: Know\*

[3/3/16, 8:01:34 PM] Nessim Barsallo: That comes from the Presidency

[3/3/16, 8:01:40 PM] Nessim Barsallo: I'll cut off my balls

[...]

[3/10/16, 8:07:28 PM] Nessim Barsallo: Sorry

[3/10/16, 8:07:38 PM] Nessim Barsallo: The Anti-Corruption Prosecutor jumped on me

[3/10/16, 8:07:55 PM] Nessim Barsallo: They are investigating the tender for the capsis

[3/10/16, 8:08:10 PM] Nessim Barsallo: Capsis de cuiro rio sereno and cosa yala

[3/10/16, 8:14:52 PM] Frankie J. Lopez: Shoot

[3/10/16, 8:14:59 PM] Frankie J. Lopez: And so?

[3/10/16, 8:15:01 PM] Nessim Barsallo: Since Tuesday

[3/10/16, 8:15:05 PM] Nessim Barsallo: until today

[3/10/16, 8:15:16 PM] Nessim Barsallo: They asked me for everything

[3/10/16, 8:19:59 PM] Frankie J. Lopez: But ours or all 10 [MNSA CAPSI contracts]?

[3/10/16, 8:20:29 PM] Nessim Barsallo: Those 3

[...]

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**Frankie J. Lopez:** Lo se [ . . . ] pero xndo pienso q todo esta resolviendose de repente se complica

*["I know [ . . . ] but when I think everything is getting resolved suddenly it gets complicated"]*

**Nessim Barsallo:** Q pasa en contraloria

*["What's happening at the Comptroller [General's Office]"]*

**Nessim Barsallo:** Es un complot?

*["Is it a conspiracy?"]*

**Frankie J. Lopez:** Pareciera

*["It looks like it"]*

**Nessim Barsallo:** Yo concluyo que tienen ordines

*["I conclude they have orders"]*

**Frankie Lopez:** Disq tan verificando en legal bla bla bla por el caso

*["The say they're verifying in legal blah blah blah because of the case"]*

. . .

**Frankie J. Lopez:** Tu cabes algo?

*["Do you [know] anything?"]*

**Frankie J. Lopez:** Sabes\*

*["Know\*"]*

**Nessim Barsallo:** Eso es de presidencia

*["That comes from the Presidency"]*<sup>325</sup>

See Cls' Reply ¶ 103

C-0681: WhatsApp message between Frankie Lopez and Nessim Barsallo dated 3 Mar. 2016

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JONES  
DAY

# MR. VARELA PURSUED MR. RIVERA TO TEST LOYALTY

46	Inbox	From [REDACTED] Juan Carlos Varela*	9/17/2012 11:49:27 PM (UTC + 0)	Read	Hey, check WhatsApp Messenger for BlackBerry, Iphone, Android and Nokia. Download it from <a href="http://whatsapp.com/dl/">http://whatsapp.com/dl/</a> and say good bye to the SMS (Juan Carlos Varela)  Source file: Oscar Rivera's iPhone/Library/SMS/sms.db: 0x1559C3  (Table: message, handle, Size; 2166784 bytes)
47	Inbox	From [REDACTED] Juan Carlos Varela*	9/17/2012 11:43:58 PM (UTC + 0)	Read	Hey, check WhatsApp Messenger for BlackBerry, Iphone, Android and Nokia. Download it from <a href="http://whatsapp.com/dl/">http://whatsapp.com/dl/</a> and say good bye to the SMS (Juan Carlos Varela)  Source file: Oscar Rivera's iPhone/Library/SMS/sms.db: 0x155C67  (Table: message, handle, Size; 2166784 bytes)

C-0519: Invitations from Mr. Varela to join WhatsApp chat dated 17 Sept. 2012

# RESPONDENT FALSELY DENIES LA TRONA MEETING OCCURRED

The evidence shows that at that time the Claimants abandoned their projects and fled Panama: work was stopped, efforts to communicate with the Claimants failed, and requests to interview Mr. Rivera and other representatives of the Claimants were refused. Justice Moncada Luna were refused.

8. Second, the evidence does not support the Claimants' allegations that they were targeted or harassed in any way. According to the Claimants, Mr. Rivera refused to make a campaign contribution to them in 2012. There is no credible evidence that this request ever happened. This request is referenced in his witness statement, but there is no letter, or document in evidence confirming his account. Although Mr. Rivera references this request in his witness statement, there is not a single contemporaneous email, letter, or document in evidence confirming his account. In addition, Panama's witnesses confirm that their respective ministries were never directed or asked to take any adverse actions against the Claimants.

9. The Claimants not only have failed to establish their entitlement on the merits, they also have failed to establish the compensation they seek. The Claimants seek US\$ 46.7 million as compensation for profits lost on work that was never completed when they abandoned the country. A fair accounting, therefore, shows that the Claimants would be owed substantially less – if anything at all – on their existing projects. With respect to the “potential new contracts,” the Claimants’ entire claim is speculative and based on unreliable and unsubstantiated assumptions. Finally, the Claimants’ interest calculation is based on an incorrect and unsupportable interest rate.

10. Under the circumstances, the Claimants’ case does not withstand scrutiny. While the Claimants adopt the role of victim, the reality is that they engaged in bribery and then walked out on their contracts, leaving the Panamanian government with unfinished projects and underserved

<sup>1</sup> Claimants’ Memorial ¶ 236(c)(ii).

**8. Second, the evidence does not support the Claimants’ allegations that they were targeted or harassed in any way. According to the Claimants, they were targeted because Mr. Rivera refused to make a campaign contribution to then-candidate (now President) Juan Carlos Varela in 2012. There is no credible evidence that this request ever happened. Although Mr. Rivera references this request in his witness statement, there is not a single contemporaneous email, letter, or document in evidence confirming his account. In addition, Panama’s witnesses confirm that their respective ministries were never directed or asked to take any adverse actions against the Claimants.**

Resp.’s Counter-Mem. ¶ 8

# VARELALEAKS PROVE THE LA TRONA MEETING OCCURRED

[...]

[10/05/18 7:18:09 p.m.] Jj: It turns out tht Oscar Rivera (who is the owner of Omega Engineering) declared, in writing, that he was asked by president JVC to donate USD 600k as a contribution for his political campaign. This happened -according to Rivera- at the La Trona restaurant, and among the people Rivera said were present is Raul Sandoval.

[10/05/18 7:18:23 p.m.] Jj: Rivera said that, since he didn't give him the money, as soon as Varela took office,

[10/05/18 7:20:57 p.m.] Jj: But I never asked  
[10/05/18 7:21:09 p.m.] Jj: Yes an attorney partner at igr  
[10/05/18 7:21:14 p.m.] Jj: Invited me to dinner  
[10/05/18 7:21:19 p.m.] Jj: I did not like the guy  
[10/05/18 7:21:25 p.m.] Jj: But I never asked him again

[10/05/18 7:20:41 p.m.] Kenia Porcell Privado: Let me tell you something. That story is absurd because, if it happened during the campaign, all candidates are allowed to look for donors

[10/05/18 7:20:50 p.m.] Jj: That's right

[10/05/18 7:20:55 p.m.] Kenia Porcell Privado: Secondly, his case is a criminal case, not a civil one

[10/05/18 7:20:57 p.m.] Jj: But I never asked

[10/05/18 7:21:09 p.m.] Jj: Yes an attorney partner at igr

[10/05/18 7:21:14 p.m.] Jj: Invited me to dinner

[10/05/18 7:21:19 p.m.] Jj: I did not like the guy

[10/05/18 7:21:25 p.m.] Jj: But I never asked him again

[10/05/18 7:21:31 p.m.] Jj: I think he donated so

[10/05/18 7:21:32 p.m.] Kenia Porcell Privado: Yes, I know. What I want to say is that the fact per se does not constitute a crime

[10/05/18 7:21:39 p.m.] Jj: And it is in the global account

[10/05/18 7:21:54 p.m.] Kenia Porcell Privado: But his is a criminal case

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C-0821: Chat with Kenia Porcell, then-Attorney General dated 16 Nov. 2017 to 5 Oct. 2018

[...]

[10/05/18 7:09:54 p.m.] Raul Sandoval: It turns out that Oscar Rivera (owner of Omega Engineering) stated, in writing, that president JVC asked him for 600 thousand dollars as a contribution for his political campaign. This took place, according to Rivera, at the La Trona restaurant, and among the people who Rivera said were present, is Raul Sandoval.

[10/05/18 7:09:54 p.m.] Raul Sandoval: That's why they want to talk to him and the other people who were at that dinner.

[10/05/18 7:09:58 p.m.] Raul Sandoval: Rivera said that, as

[10/05/18 7:23:34 p.m.] Raul Sandoval: I don't even remember well who was there  
[10/05/18 7:23:44 p.m.] Jj: Ana you I c  
[10/05/18 7:30:08 p.m.] Raul Sandoval: I think Jordi, Cholito

[10/05/18 7:17:11 p.m.] Raul Sandoval: It is preferable to postpone the trip and we'll look into it next week  
[10/05/18 7:17:33 p.m.] Jj: Tell him that we'll meet on Wednesday

[10/05/18 7:23:16 p.m.] Raul Sandoval: Ok

[10/05/18 7:23:34 p.m.] Raul Sandoval: I don't even remember well who was there

[10/05/18 7:23:44 p.m.] Jj: Ana you I c

[10/05/18 7:30:08 p.m.] Raul Sandoval: I think Jordi, Cholito

[10/06/18 6:36:33 a.m.] Jj: I saw the oscar thing

[10/06/18 6:36:54 a.m.] Jj: I'll answer to that

[10/06/18 6:37:19 a.m.] Jj: I need you to find, in the

global account, a check for, I think, 30 or 50 that he

issued

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C-0822: Chat with Raul Sandoval, President Varela's Private Secretary dated 5 Oct. 2018 to 6 Oct. 2018

24

JONES  
DAY



# PRESIDENT VARELA ADMITS REQUESTING A CAMPAIGN CONTRIBUTION

[...]

[10/05/18 7:18:09 p.m.] Jj: It turns out that Oscar Rivera (who is the owner of Omega Engineering) declared, in writing, that he was asked by president JCV to donate USD 60K as a contribution for his political campaign. This happened -according to Rivera- at the La Trona restaurant, and among the people Rivera said were present is Raul Sandoval.

[10/05/18 7:18:23 p.m.] Jj: Rivera said that, since he didn't give him the money, as soon as Varela took office, he started going after him and cancelling the contracts

[10/05/18 7:21:25 p.m.] Jj: But I never asked him again

[10/05/18 7:19:06 p.m.] Jj: Completely fake

[10/05/18 7:19:12 p.m.] Jj: I need the criminal information

[10/05/18 7:19:49 p.m.] Kenia Porcell Privado: Remember

Saenz closed our case and we have an appeal

[10/05/18 7:20:12 p.m.] Jj: We need to get all the

information back

[10/05/18 7:20:19 p.m.] Jj: To defend the state

[10/05/18 7:20:41 p.m.] Kenia Porcell Privado: Let me tell

you something. That story is absurd because, if it happened

during the campaign, all candidates are allowed to look for

donors

[10/05/18 7:20:50 p.m.] Jj: That's right

[10/05/18 7:20:55 p.m.] Kenia Porcell Privado: Secondly,

his case is a criminal case, not a civil one

[10/05/18 7:20:57 p.m.] Jj: But I never asked

[10/05/18 7:21:09 p.m.] Jj: Yes an attorney partner at Iara

[10/05/18 7:21:14 p.m.] Jj: Invited me to dinner

[10/05/18 7:21:19 p.m.] Jj: I did not like the guy

[10/05/18 7:21:25 p.m.] Jj: But I never asked him again

[10/05/18 7:21:31 p.m.] Jj: I think he donated 50

[10/05/18 7:21:32 p.m.] Kenia Porcell Privado: Yes, I know.

What I want to say is that the fact per se does not

constitute a crime

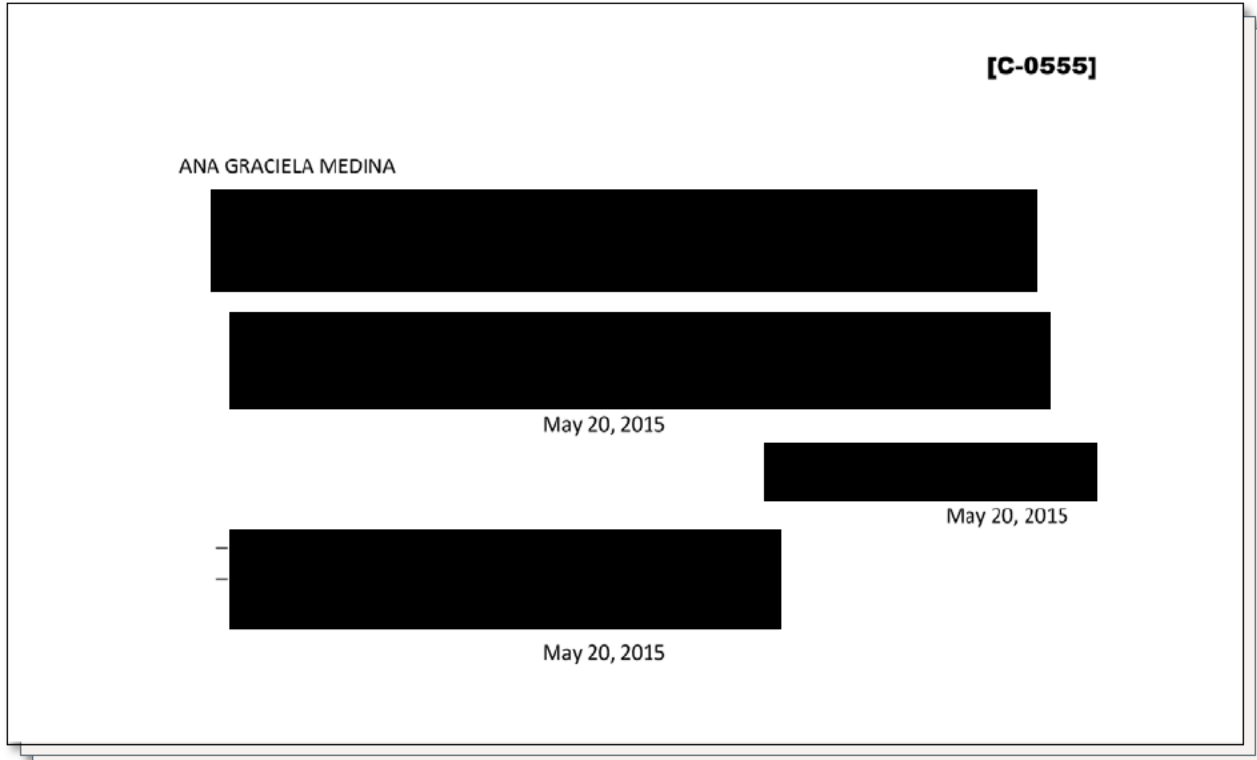
[10/05/18 7:21:39 p.m.] Jj: And it is in the global account

[10/05/18 7:21:54 p.m.] Kenia Porcell Privado: But his is a

criminal case

[...]

# VARELA TARGETS “THE CHILDREN OF R[ICARDO] M[ARTINELLI].”



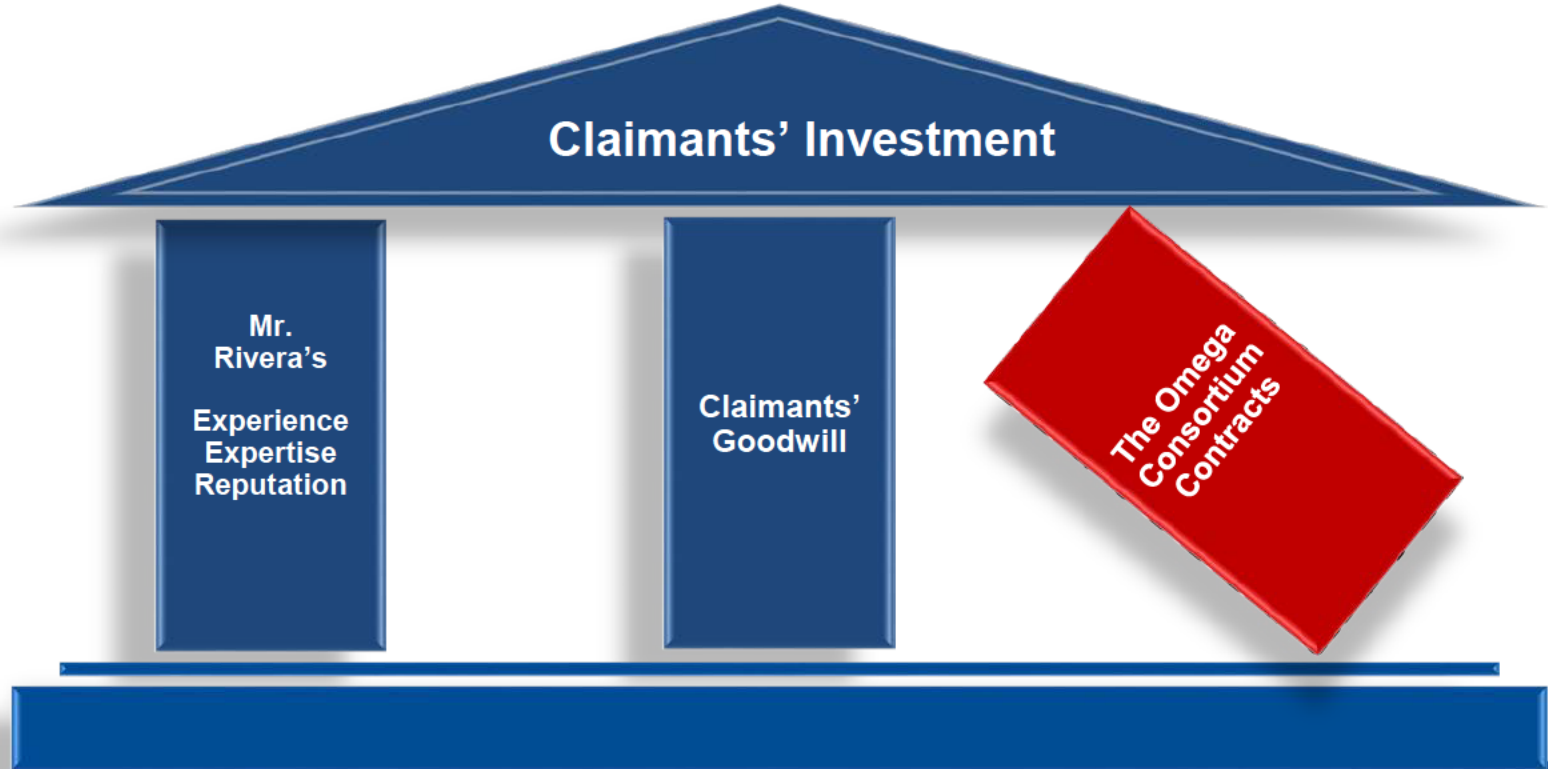
C-0555: WhatsApp messages between Ana Graciela Medina and Frankie Lopez dated 20 May 2015

# VARELA TARGETS “THE CHILDREN OF R[ICARDO] M[ARTINELLI].”

[04/30/18 8:45:40 a.m.] Jj: Good morning attorney general  
[04/30/18 8:46:04 a.m.] Kenia Porcell Privado: Hello Sir  
[04/30/18 8:46:14 a.m.] Jj: I call you  
[04/30/18 8:50:49 a.m.] Jj: About RM kids for you to know, farah will call the prosecutor so that she may send to her the notification that the criminal jurisdiction was lifted. She needs that before notifying the lawyers. The thing is that once she notifies the lawyers it will be difficult to refuse to deliver any copies They will be part of a report with a folio and the law would force us do it. I could inform the pgn [Attorney General] but I don't know maybe you want to handle it?  
[04/30/18 8:51:26 a.m.] Jj: She says the law obliges her  
[04/30/18 8:53:59 a.m.] Kenia Porcell Privado: 2 points:  
- the notification of extradition  
- the delivery of the copies

Meaning she should notify the extradition today and take her time for the copies request  
[04/30/18 8:54:16 a.m.] Kenia Porcell Privado: That's what Tania was talking about  
[04/30/18 8:55:09 a.m.] Kenia Porcell Privado: Do not deliver the copies today. Make RE take the legal time to deliver them.  
[04/30/18 8:55:39 a.m.] Kenia Porcell Privado: And this would allow delivering the extradition and avoiding they file an appeal to the vice  
[04/30/18 8:55:47 a.m.] Kenia Porcell Privado: That's my opinion

# RESPONDENT'S WRONGDOING DESTROYED CLAIMANTS' INVESTMENT



## RESPONDENT CAUSED OMEGA TO LOSE SURETY

**From:** Cruz,Nancy [mailto:NCRUZ1@travelers.com]  
**Sent:** Monday, February 09, 2015 5:28 PM  
**To:** Eduardo Marti-Martinez  
**Cc:** Frelles-Paciuelli,Felime; Delgado,Cesar D; Menendez,Eddie; Fulmer,Jacob  
**Subject:** RE: OMEGA ENGIN  
RESTAURACION Y REHABILI

Eduardo,

We discussed your concern with the Travelers. After our discussion, we have decided to support the bid to the cession of the contract. It is not clear whether the contractor's guarantee to the surety and the surety's obligations to ASSA with several questions regarding the contractor's and surety's obligations.

At this point, due to the current declaration of default in Panama, we would not be in position to support bids for PR with the Panama outcome still unclear. The default on the largest job in Panama has the potential to put at risk both the Panama and PR operations if a resolution is not reached. Both companies could be at risk with this particular situation in Panama if the options to resolve do not involve a full release of Omega's obligations to the surety and the surety's obligations to the government. Until further notice, we will not be able to support additional work in PR. We will keep you posted on our discussions with ASSA.

Regards,  
Nancy Cruz | Managing Director  
Travelers  
3230 W. Commercial Blvd. | Suite 390  
Fort Lauderdale, FL 33309  
W: 954.677.3374 F: 866.829.0379 C: 954.309.1064



At this point, due to the current declaration of default and the response time (30 days) required in Panama, we would not be in position to support bids for PR with the Panama outcome still unclear. The default on the largest job in Panama has the potential to put at risk both the Panama and PR operations if a resolution is not reached. Both companies could be at risk with this particular situation in Panama if the options to resolve do not involve a full release of Omega's obligations to the surety and the surety's obligations to the government. Until further notice, we will not be able to support additional work in PR. We will keep you posted on our discussions with ASSA.

Regards,  
**Nancy Cruz | Managing Director/Construction Services | Bond & Specialty Insurance**  
Travelers  
3230 W. Commercial Blvd. | Suite 390  
Fort Lauderdale, FL 33309  
W: 954.677.3374 F: 866.829.0379 C: 954.309.1064



# RESPONDENT CAUSED OMEGA TO LOSE SURETY

[C-0382]

ASSA  
Compañía de Seguros

March 3, 2015  
VPET-007-2015

Mr.  
OSCAR RIVERA  
President  
OMEGA CONSORTIUM  
This City

RE: REQUEST TO PROVIDE GUARANTEE/PERFORMANCE BOND  
No. 85B64510 and ADVANCE PAYMENT BOND No. 87B50808

Dear Mr. Rivera,

As per Article 1534 of the Civil Code and the Indemnity Documents which Omega Engineering, LLC and Omega Engineering, Inc. as members of the OMEGA CONSORTIUM, granted in favor of ASSA Compañía de Seguros, S.A. (hereinafter ASSA) as a condition precedent for ASSA to issue Performance Bond No. 85B64510 and Advance Payment Bond No. 87B50808 pertaining to Contract No. 93-12 for the purpose of carrying out the Studies, Design, Provision of Materials, Labor, Equipment, Administration and Construction of the City of the Arts Project, hereby we request that OMEGA CONSORTIUM and/or any or all of its members provide a cash collateral in the sum of thirty-eight million dollars (\$38,000,000.00) legal currency of the United States, corresponding to the amount of the bonded sums.

As you are aware, the National Institute of Culture (INAC, by its acronym in Spanish) issued Resolution No. 391/14 DG/DIA on December 23, 2014 (hereinafter the RESOLUTION) for the purpose of declaring the termination of Contract No. 93-12 due to default by OMEGA CONSORTIUM and in the RESOLUTION, INAC expresses that the date of the Order to Proceed was April 23, 2013.

Last January 27, 2015, INAC advised ASSA by means of Note No. 007945 dated January 27, 2015 that the RESOLUTION was delivered to the contractor's offices the same day, January 27, 2015, and last February 19, 2014, INAC notified ASSA by means of Note No. 056/DAI that the RESOLUTION is duly enforceable.

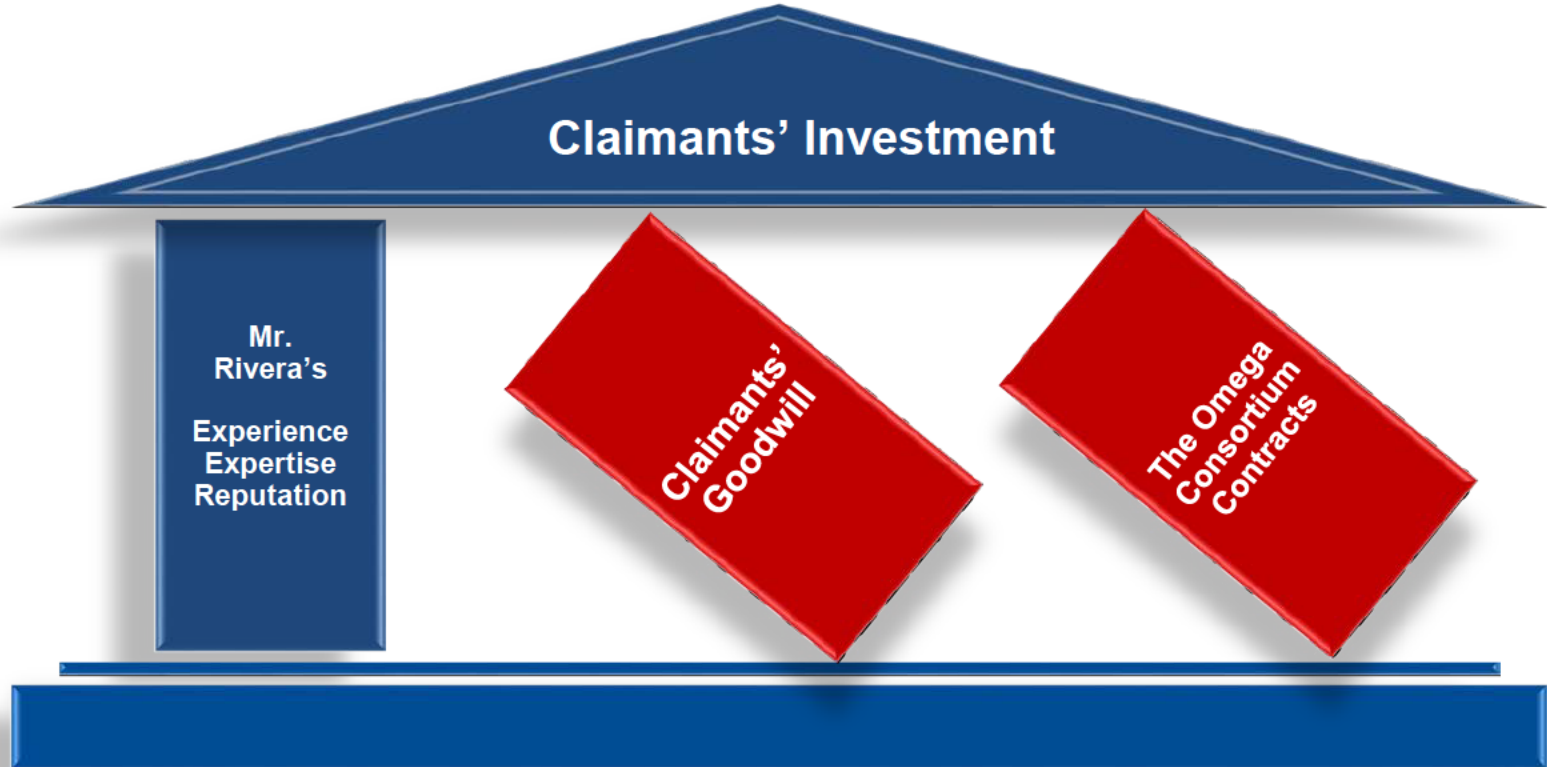
Attn: 8038-0382 Havana, City of Havana  
Telephone: (051) 300-6624 (000-5771)  
Fax: (051) 300-2129  
Internet: [www.assa.com.cu](http://www.assa.com.cu)  
Mr. Oscar Rivera

1/1

“Dear Mr. Rivera,  
As per Article 1534 of the Civil Code and the Indemnity Documents which Omega Engineering, LLC and Omega Engineering, Inc. as members of the OMEGA CONSORTIUM, granted in favor of ASSA Compañía de Seguros, S.A. (hereinafter ASSA) as a condition precedent for ASSA to issue Performance Bond No. 85B64510 and Advance Payment Bond No. 87B50808 pertaining to Contract No. 93-12 for the purpose of carrying out the Studies, Design, Provision of Materials, Labor, Equipment, administration and Construction of the City of the Arts Project, hereby we request that OMEGA CONSORTIUM and/or any or all of its members provide a cash collateral in the sum of thirty-eight million dollars (\$38,000,000.00) legal currency of the United States, corresponding to the amount of the bonded sums.”

C-0382: Letter No. VPET-007-2015 from ASSA to the Omega Consortium dated 3 Mar. 2015

# RESPONDENT'S WRONGDOING DESTROYED CLAIMANTS' INVESTMENT





# RESPONDENT DESTROYED MR. RIVERA'S REPUTATION

More seized bank accounts linked to suspended judge - Newsroom Panama

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## More seized bank accounts linked to suspended judge

Posted on January 30, 2015 in Panama



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Post Views: 96

DEPUTY Pedro Miguel González, who acts as prosecutor in the National Assembly investigation of suspended Judge Alejandro Murguía, said that these are two bank accounts for half a million dollars in the bank Bac, on behalf of Omega Engineering and and PR Solutions, SA.

Omega Engineering is according González "the company that handled the

<http://www.newsroompanama.com/news/panama-more-seized-bank-accounts-linked-to-suspended-judge/17720>

Procesos en español: Alejandro Murguía Moncada Luna

Viernes, 22 de junio de 2015.

## La Prensa In English

[C-0194]

Iniciar sesión Edición impresa

### NATIONAL ASSEMBLY

## Prosecutor seizes accounts linked to Alejandro Moncada Luna

The accounts are owned by companies that received contracts from the suspended

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TRENDS: José Ajo Prado Corte Suprema de Justicia Fideicomiso de El Niño Saludidad del Canal de Panamá TVN En Tu Comunidad

LOCAL

## Fiscalía pide a Interpol que emita 'alerta roja' para ubicar a 4 empresarios por caso Moncada Luna



Ministerio Público - TvN

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- Visitas: C
- 1 Defensa de Amos
  - 2 Dignidad, respeto y honor
  - 3 Puerto Seguro
  - 4 El Tío
  - 5 Análisis Anual

Wednesday, January 6, 2015

La Prensa Local

MONCADA LUNA CASE

## Accounts related to money laundering are seized

A group of businessmen have been called to the questioning about the business that they conducted with the Judicial Branch.

Santiago Gabriela Jun 21, 2015 12:07 am

SUBJECTS: Ricky Calvo Felipe Piza Vivas Pineda.

At least 12 businessmen –all involved in the criminal proceeding brought by the National Assembly against the now former judge sentenced to 60 months in prison since last March– for an alleged contract used the biological facility of documents.

The list includes Ricardo Riqui Calvo Labarena, Mauricio Ortiz Quezada and Claudio Poma Murillo, directors of the company Construtora P4 which in turn is part of the consortium IFC-Contratas-P&V, to which the administration of Ricardo Martelli awarded the contract for the construction of the Amador Convention Center, at a cost of \$13.7 million dollars. (see reproduction).

IFC-Contratas-P&V is the same consortium that received a loan from the Savings Bank for \$7 million dollars for the construction of the aforementioned project. However, that money was used to cover part of the financial "hole" –of about \$2 million dollars– for the controversial Financial Pacific last year.

The Office of the Prosecutor Specialized in Contracting Organized Crime, led by Nahaniel Murguía, intends to deliver these entrepreneurs had participated in the unlawful acts that led to the prosecution of Moncada Luna –who has been sentenced to 60 months in prison since last March– for an alleged contract used the biological facility of documents.

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## el postre

El banquete mundista



Mima Rogers | La Estrella de Panamá

Noticias 6 de febrero de 2015

La Prensa / Locales

## Cautelan cuentas ligadas a blanqueo

Un puñado de empresarios han sido llamados para ser indagados sobre sus negocios con el ex juez y el Organismo Judicial.

Se sigue González 21 de febrero de 2015

México, D.F. (AP) — Un puñado de empresarios han sido llamados para ser indagados sobre sus negocios con el ex juez y el Organismo Judicial.

Al menos 12 empresarios –todos involucrados con el proceso penal que inició la Asamblea Nacional contra el hoy ex magistrado condenado a prisión Alejandro Moncada Luna– serán indagados por el Fiscal Especializado contra la Delincuencia Organizada por la presunta comisión del delito de blanqueo de capitales.

El juez Miguel Ricardo Riqui Calvo Labarena, Mauricio Ortiz Quezada y Claudio Poma Murillo, directores de la sociedad Construtora P&V, S. A., que forma parte del consorcio IFC-Contratas-P&V que el gobierno de Ricardo Martelli le adjudicó el contrato para la construcción del Centro de Convenciones Amador, a un costo de 133.7 millones de dólares (ver box).

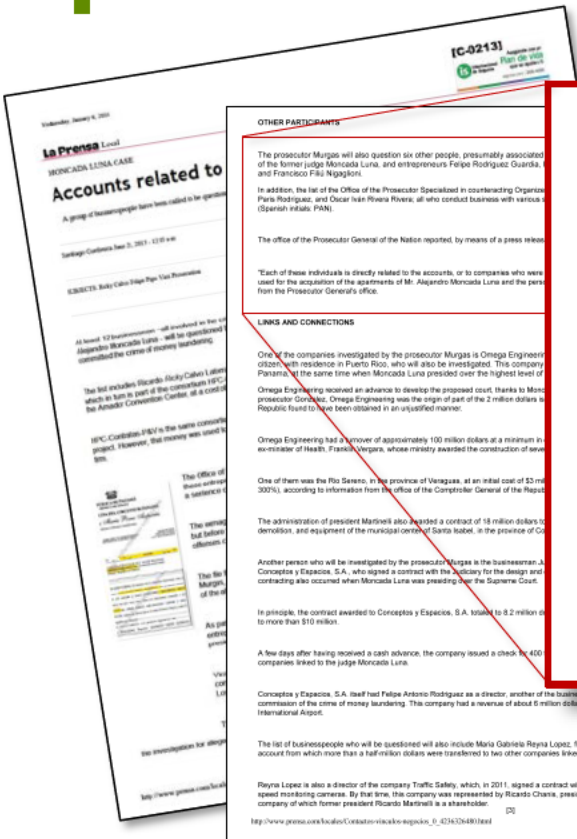
IFC-Contratas-P&V es el mismo consorcio que recibió un préstamo de la Caja Anónima de Fideicomiso de El Niño de 7 millones de dólares para la edificación del citado proyecto. Sin embargo, ese dinero fue usado para cubrir parte del "hueco financiero" –de unos 2 millones de dólares– de la controversial obra de la vivienda Financial Pacific.

La Fiscalía Especializada contra la Delincuencia Organizada, a cargo de Nahaniel Murguía, pretende determinar si estos empresarios eran partícipes de la trama que motivó el pago de la Moncada Luna –cuya condena condona de 60 meses de cárcel desde marzo pasado– por ampararse en su identidad y libertad otorgada por el ex magistrado.

Al ser indagados se les llamará por la presunta comisión de los delitos de blanqueo de capitales y comisión de funcionarios, pero antes de que el caso avance, decidió pactar un acuerdo para cumplir por todo por los dos delitos citados.



# RESPONDENT DESTROYED MR. RIVERA'S REPUTATION



## “OTHER PARTICIPANTS

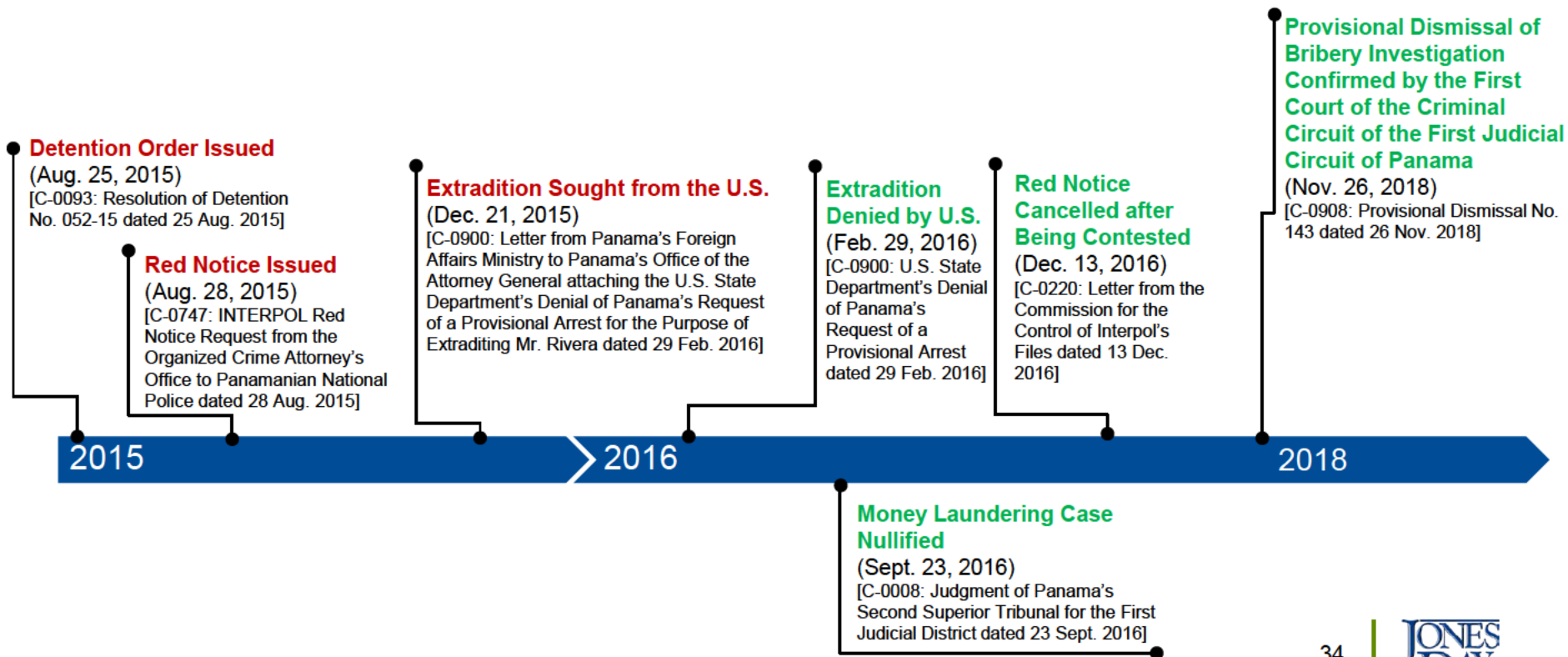
...

In addition, the list of the Office of the Prosecutor Specialized in counteracting Organized Crime includes the entrepreneurs Jorge Espino Méndez, Julián Paris Rodríguez, and Óscar Iván Rivera Rivera; all who conduct business with various state entities, among them the controversial National Aid Program (Spanish initials: PAN). . . .

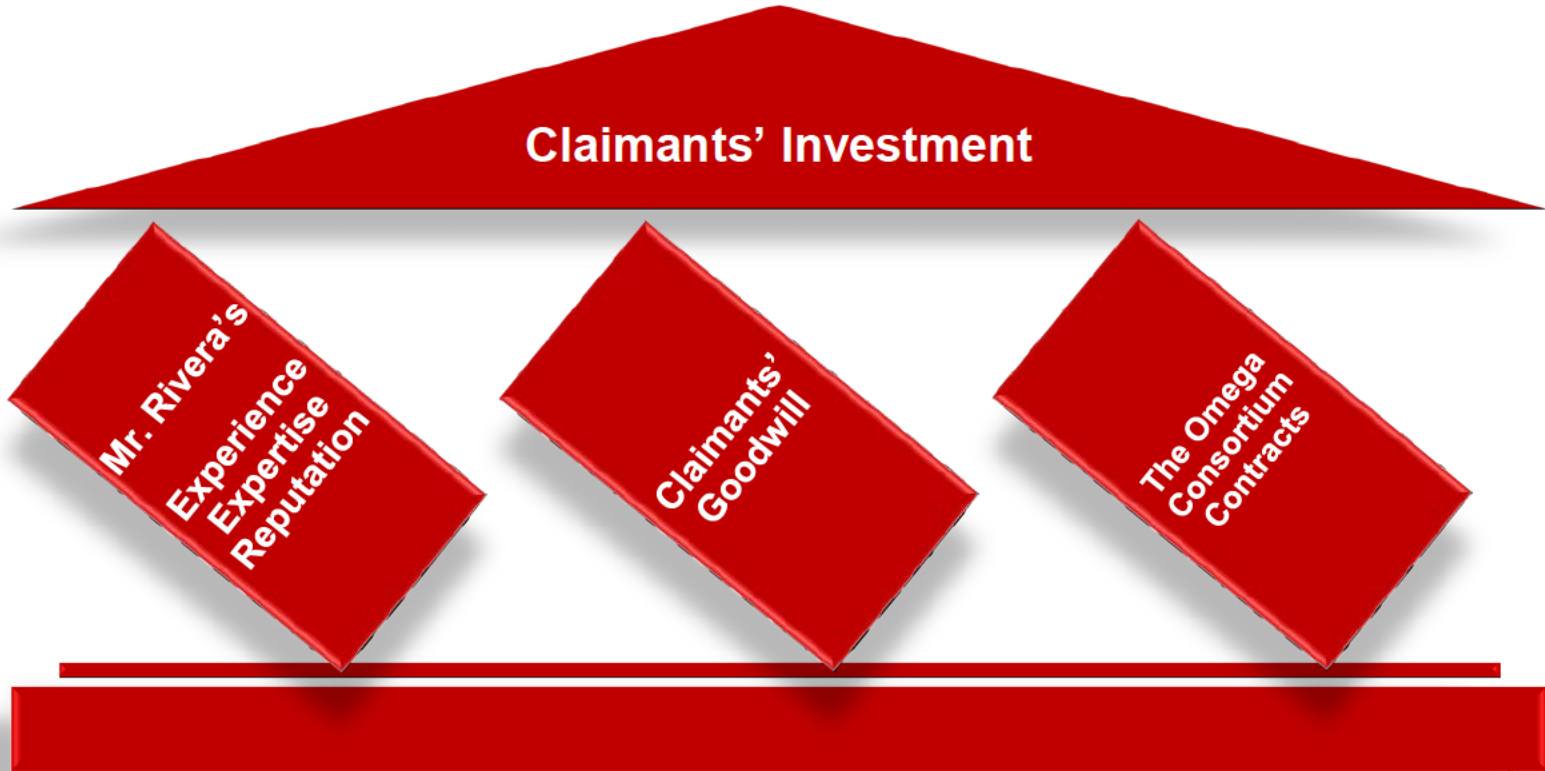
‘Each of these individuals is **directly related** to the accounts, or to companies who were involved in the mobilization of the funds, which ultimately were used for the acquisition of the apartments of Mr. Alejandro Moncada Luna and the personal accounts of Mr. Luna and his wife,’ said the press release from the Prosecutor General's office.”

C-0213: Accounts related to money laundering are seized, LA PRENSA dated 21 Jun. 2015

# RESPONDENT DESTROYED MR. RIVERA'S REPUTATION



# RESPONDENT'S WRONGDOING DESTROYED CLAIMANTS' INVESTMENT



## RESPONDENT BEARS THE BURDEN OF PROVING ITS CORRUPTION ALLEGATIONS

- The evidence must be “clear,” “fully proven,” “obvious” or “manifest”
  - “The above omissions are **clear** and were **duly proven** in the case.”
  - “In the proceedings, it was **fully proven** that the Claimant was not only not dedicated to operating vehicle inspection stations, but it also did not have any operations or employees.”
  - “Consequently, it is **obvious** that Inceysa also presented false information concerning its own experience and capacity, thus violating, once again, one of the essential pillars that led El Salvador to award the bid to it.”

- *Inceysa v. El Salvador* (CL-0067) ¶¶ 108, 109, 118

## RESPONDENT BEARS THE BURDEN OF PROVING ITS CORRUPTION ALLEGATIONS

- **Respondent bears the burden of proving its corruption allegations.**
  - “However, when allegations of corruption are raised, either as part of a claim or as part of a defense, the party asserting that corruption occurred must establish the corruption through clear and convincing evidence.”

Submission of the United States of America dated 3 February 2020 ¶ 45

## RESPONDENT AGREES ON KEY POINTS OF FACTS AND LAW

- The *only* allegation of corruption concerns only *one* of the eight contracts at issue, and post-dates the establishment of Claimants' investment by years.
  - “If, at the time of the initiation of the investment, there has been compliance with the law of the host state, allegations by the host state of violations of its law in the course of the investment, as a justification for state action with respect to the investment . . . could not deprive a tribunal acting under the authority of the BIT of its jurisdiction.” *Fraport* (CL-0124) ¶ 345
  - “The Tribunal considers that a distinction has to be drawn between (1) legality as at the initiation of the investment . . . and (2) legality during the performance of the investment.” *Hamester* (RL-0006) ¶ 127

## RESPONDENT AGREES ON KEY POINTS OF FACTS AND LAW

- Claimants have been investigated for *over five years* in Panama, and *never* been tried or convicted of *any* crime. Investigations have been nullified or dismissed, and prescription periods have run.
  - “**DECLARE the nullity** of every act in the criminal proceedings officially initiated and based on accusations from members from the community, **for the allegations of money laundering, against ... OSCAR IVÁN RIVERA**, ID No. [REDACTED]; as a result of violation of due process and errors related to general denomination of the crime.” (C-0008)
  - “Based on the above considerations, **we respectfully recommend** to the Honorable Court that **a ruling be issued ordering OBJECTIVE AND IMPERSONAL PROVISIONAL DISMISSAL ...**” (C-0942)
  - “The United States **cannot proceed with the provisional arrest** request at this time, as it does not contain sufficient factual support linking Rivera Rivera to the money laundering charge.” (C-0900)

## RESPONDENT GROSSLY DISTORTS THE FACTUAL RECORD

The Claimants paid bribes to Justice Moncada Luna in exchange for an award of the La Chorrera Contract. This conduct taints all of the Claimants' investments in Panama and deprives the Tribunal of jurisdiction over their claims.

Reply in Support of Respondent's Preliminary Objections ¶ 6

61. In tandem with the overwhelming proof of the bank transfers that moved money from Omega to Justice Moncada Luna, and the fatal imperfections in the fake real estate documentation relied upon by the Claimants, the opinion of Mr. Pollitt further confirms the Claimants' misconduct in connection with the La Chorrera Project.

Reply in Support of Respondent's Preliminary Objections ¶ 61



## RESPONDENT GROSSLY DISTORTS THE FACTUAL RECORD

61. In tandem with the overwhelming proof of the bank transfers that moved money from Omega to Justice Moncada Luna, and the fatal imperfections in the fake real estate documentation relied upon by the Claimants, the opinion of Mr. Pollitt further confirms the Claimants' misconduct in connection with the La Chorrera Project.

Reply in Support of Respondent's Preliminary Objections ¶ 61



# CLAIMANTS' PAYMENTS TO REYNA WERE LEGITIMATE

## Ms. Maria Gabriela Reyna Lopez

[C-0078 resubmitted]

### PURCHASE AND SALE PROMISE AGREEMENT

The undersigned, namely, JR BODAS INVESTMENTS, INC., an existing corporation organized under the laws of the Republic of Panama, duly registered under the Merchants Section of the Public Registry, on File 481968, Document 758232, represented herein by MARIA GABRIELA REYNA LOPEZ, female, born [REDACTED] of legal age, neighbour of this city, holder of personal identification document No. [REDACTED] duly authorized for this act, who shall hereinafter be referred to as THE SELLER OFFEROR, on the one hand and on the other, PUNELA DEVELOPMENT CORP., an existing corporation organized under the laws of the Republic of Panama, duly registered under the Merchants Section of the Public Registry, under [REDACTED] represented herein by LUIS E. MONTANO GONZALEZ, male, of legal age, neighbour of this city, holder of personal identification document No. [REDACTED] duly authorized in this act, who shall be hereinafter referred to as the BUYER OFFEROR, have agreed to enter into, as in fact they do, this Purchase and Sale Promise Agreement, which is comprised of the following clauses:

ONE: The SELLER OFFEROR, proprietor of the RANCH No. 35059, registered under Document 1162072, Unfranchise Code 7603, under the Real Property Section, Province of Los Santos, District of Tonos, Corregimiento Campesino, from the Public Registry, which is made up of a plot of land with a surface of seven hectares, nine thousand and seventeen square meters, which measurements, borders and other details are registered with the Public Registry, which hereinafter is referred to as the RANCH.

TWO: The SELLER OFFEROR declares to commit to sell the BUYER OFFEROR and the latter commits to buy from the first one THE RANCH, in accordance with the price convened and adjusted of ONE MILLION AMERICAN DOLLARS WITH 00/100 (\$1,000,000.00), legal tender of the United States of America, which THE BUYER OFFEROR must pay to the SELLER OFFEROR in the following way:

- a. One initial payment of the twenty-five percent (25%) of the total price of the RANCH, that is to say, the amount of TWO HUNDRED AND FIFTY THOUSAND AMERICAN DOLLARS WITH 00/100 (\$250,000.00), legal tender of the United States of America, which shall be payable within ten (10) days following the execution of this agreement. The payment above-described shall be paid through certified check or cashier's check in favour of the law firm Reyna & Asociados, which shall act as the Depository Agent custodian of the funds.
- b. A second payment for the amount of TWO HUNDRED AND FIFTY THOUSAND AMERICAN DOLLARS WITH 00/100, payable within sixty (60) business days from the first payment date.
- c. The amount of FIVE HUNDRED THOUSAND AMERICAN DOLLARS WITH 00/100 (\$750,000.00), legal tender of the United States of America, payable once it is duly registered with the Public Registry of Notarial Deeds, part of the final purchase and sale agreement, through which the SELLER OFFEROR transfers the RANCH to the BUYER OFFEROR. In order to guarantee the payment of the remaining balance covered under "b" above, the BUYER OFFEROR shall make the payment of said balance through an Irrevocable Promise of Payment Letter, issued by a Quincental Fideicomiso local Bank, acceptable by the SELLER OFFEROR, which shall be delivered to the SELLER OFFEROR by the BUYER OFFEROR, within sixty (60) days following the execution of this contract.

THREE: The parties agree that both the BUYER OFFEROR and the SELLER OFFEROR commit to sign the pertaining Notarial Deed part of the purchase and sale agreement of the RANCH in favour of the BUYER OFFEROR within one hundred and eighty (180) days following the execution of this contract. This term may be extended by mutual agreement of the parties.

TWO: The SELLER OFFEROR declares to commit to sell the BUYER OFFEROR and the latter commits to buy from the first one THE RANCH, in accordance with the price convened and adjusted of ONE MILLION AMERICAN DOLLARS WITH 00/100 (\$1,000,000.00), legal tender of the United States of America, which The BUYER OFFEROR must pay to the SELLER OFFEROR in the following way:

- a. One initial payment of the twenty-five percent (25%) of the total price of the RANCH, that is to say, the amount of TWO HUNDRED AND FIFTY THOUSAND AMERICAN DOLLARS WITH 00/100 (\$250,000.00), legal tender of the United States of America, which shall be payable within ten (10) days following the execution of this agreement. The payment above-described shall be paid through certified check or cashier's check in favour of the law firm Reyna & Asociados, which shall act as the Depository Agent custodian of the funds.

C-0078: Promise of Purchase and Sale Agreement dated April 2013

## CLAIMANTS' PAYMENTS TO REYNA WERE LEGITIMATE

**Ms. Maria Gabriela Reyna Lopez**

“I just want to clarify that the real estate operations carried out with PUNELA INVESTMENT (OMEGA) and with ALPHA BUSINESS CORP are perfectly legal and legitimate acquisitions. I don't believe that there are any links of any other kind of relationship between OMEGA and the people related to Mr. Ricardo Calvo and other people . . . .”

“He suggested including the Concepto y Espacios payment within the legitimate operations of my client JR BOCAS INVESTMENT.”

Supplemental Declaration of Maria Gabriela Reyna Lopez dated 14 July 2015 (C-0089 resubmitted), at 5, 8.

- See also Jimenez 2 at 38

## THE LAND TRANSACTION WAS LEGITIMATE

### Mr. Troyano's Expert Report

- “In my experience, and after analyzing the documentation that was provided to me, I conclude that the Agreement signed by JR Bocas Investment Inc. and Punela Development Corp. is a Promise of Purchase and Sale Agreement for Real Property, as its title indicates, and **this Agreement is legally valid**. This conclusion is based on the intrinsic content of the clauses contained in the Agreement in question, and in particular those clauses in which the literal meaning and evident intention of the parties show that the parties intended to enter into a Promise of Purchase and Sale for real property.”

- Troyano ¶ 14

# THE LAND TRANSACTION WAS LEGITIMATE

## ARC's Expert Report

- “We conclude that the sales price according to the promise of purchase agreement for FINCA 35659, of \$12.65 per square meter is considered to be reasonable and within the market range in Cañas at the time of purchase.” – ARC 1 at p. 2
- “The Azuero Peninsula, and Finca 35659 in particular, are home to some of the most unique and attractive attributes in the Panamanian real estate market, including a dry climate, road access, water access, and gentle topography with unobstructed ocean views, making the land highly desirable for investment and project development.” – ARC 2 at p. 33
- “Ultimately, what Respondent and its experts contend are deficiencies in the Promise of Purchase and Sale Agreement are instead mere formalities that are by no means necessary when closing a real estate transaction in Panama, which explains the absence of items like an appraisal and irrevocable promise of payment agreement. Finally, the terms of the Promise of Purchase and Sale Agreement are reasonable in our experience.” – ARC 2 at p. 33

## Mr. Rivera's testimony

- “Further, to make sure the deal was done properly, I secured Panamanian counsel, specifically the law firm of IGRA which at the time was considered one of the most reputable law firms in Panama. IGRA advised not only on the preparation of the Promise Agreement, but also on how the transaction would work.” – Rivera 3 ¶ 12

## NATIONAL ASSEMBLY DID NOT PROVE ALLEGATIONS AGAINST CLAIMANTS

Panama's Designated Prosecutor:

Omega Panama and PR Solutions were “in the range of companies ***not linked to the unjustified assets of [Moncada Luna]*** according to the theory of the case of the prosecution.”

Transcript of Moncada Luna's Sentencing Hearing dated 5 Mar. 2015 (C-0930) at 26:36

# NO EVIDENCE OF CORRUPTION IN LA CHORRERA CONTRACT

**[C-0083 resubmitted]**

(Coat of Arms: Republic of Panama)  
**REPUBLIC OF PANAMA**  
**JUDICIARY BODY**  
 DIRECTORATE OF GENERAL SERVICES  
**REPORT OF THE EVALUATING COMMISSION**

Your Excellency:  
 Alejandro Moncada Luna  
 Magistrate President  
 Supreme Court of Justice

	<i>Business</i>	<i>Amount (Dollars)</i>
1	<i>Omega Engineering Consortium</i>	<i>B/. 16,495,000.00</i>
2	<i>Constructora Nova, S.A.</i>	<i>B/. 17,387,668.93</i>
3	<i>Constructora Corcione &amp; Asociados, S.A.</i>	<i>B/. 17,984,546.81</i>
4	<i>Consortium Construcciones La Chorrera</i>	<i>B/. 18,150,000.00</i>

our the applicants your source must to participate in this public act, namely:

	<b>BUSINESS</b>	<b>AMOUNT (DOLLARS)</b>
1	Omega Engineering Consortium	B/. 16,495,000.00
2	Constructora Nova, S.A.	B/. 17,387,668.93
3	Constructora Corcione & Asociados, S.A.	B/. 17,984,546.81
4	Consortium Construcciones La Chorrera	B/. 18,150,000.00

**B. Verifying Commission**

To evaluate the technical and financial proposals of the proposing companies, a Verifying Commission was appointed, which was made of the following clerks of the Judiciary Body:

- Arelis de Caballini, B.Arch. Competence N° 91-001-046
- Farah Ureña Ducasa, B.Arch. Competence N° 92-001-053
- Raúl de Obaldía, B.Arch. Competence N° 2001-001-049

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**E. RESULTADOS DE EVALUACION / CUADRO No.2**  
**LICITACIÓN ABREVIADA POR MEJOR VALOR N°2012-0-30-0-08-AV-004833**

**CONSTRUCCIÓN DE UN EDIFICIO PARA LA UNIDAD JUDICIAL REGIONAL DEL DISTRITO DE LA CHORRERA**

No.	EMPRESAS	CAPACIDAD FINANCIERA	HISTORIAL DE RECLAMOS	PRECIO DE PROPUESTA	EXPERIENCIA DE LA EMPRESA	PERSONAL DE LA EMPRESA	METODOLOGÍA DE EJECUCIÓN	TOTAL
	<i>PLIEGO DE CARGOS</i>	25	5	30.00	25	10	5	100.00
1	CONSORCIO OMEGA ENGINEERING	25	5	30	25	10	5	100
2	CONSTRUCTORA NOVA S.A.	20	5	28.14	13.66	10	2	78.8
3	CONSTRUCTORA CORCIONE Y ASOC. S.A.	20	5	27.52	25	10	2	89.52
4	CONSORCIO CONSTRUCCIONES LA CHORRERA	25	5	27.26	25	10	5	97.26

C-0083 at 7

## NO EVIDENCE OF CORRUPTION IN LA CHORRERA CONTRACT

“The methodology used to prepare this Report has been that of a ‘blind’ analysis by each of the experts, which entails individually assessing the contractual documentation (Annex 2 of the Report identifies the documents of the bid file analyzed in the Expert Report) without any knowledge of the scores awarded by the Evaluation Committee. . . .

**The two evaluations agree on the winning company of the Bid: CONSORCIO OMEGA ENGINEERING, as well as in its score, which is 100 POINTS.”**

Public Contracts Experts at 3, 6

“On October 17, 2012, Justice Moncada Luna, **taking into consideration the report from the evaluation commission designated to evaluate the companies that participated in the Public Act,** selected Omega as the Contractor for the La Chorrera Project and, at Justice Moncada Luna’s direction, and in accordance with the Law of Public Contracts, the Judicial Authority executed the La Chorrera Contract with Omega on November 22, 2012.”

Vielsa Rios 1 ¶ 12  
See also Vielsa Rios 2 ¶¶ 5-6

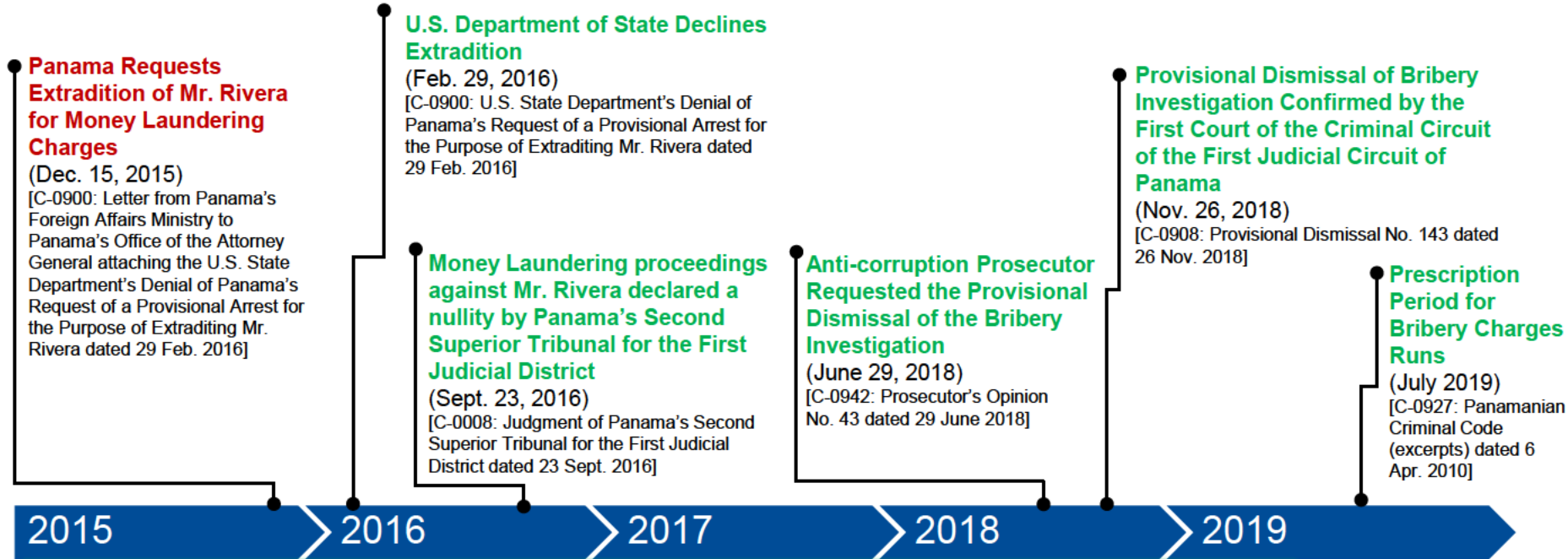


## RESPONDENT HAS SHOWN NO WRONGDOING BY CLAIMANTS

I conclude that Panama failed to prove that Omega and/or Mr. Rivera engaged in corrupt acts for the following reasons:

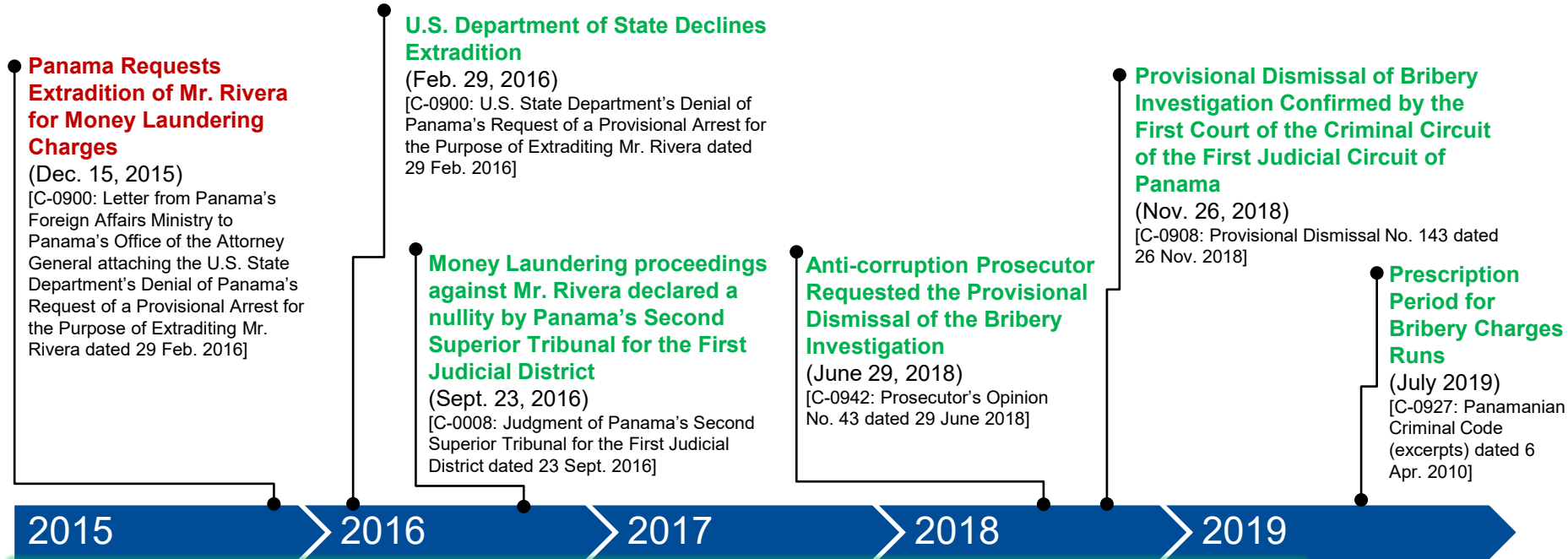
- Panama did not provide any evidence that the La Chorrera contract was corruptly awarded to Omega.
- Panama did not provide any evidence that other individuals who would have been co-conspirators in a corrupt awarding of the La Chorrera contract were investigated or charged including the bid's vetting commission, Vielsa Rios, and the Comptroller General.
- Panama did not provide any evidence of communications, meetings, phone calls, meeting with intermediaries, witness testimony, alleged co-conspirator testimony or other documents evidencing either the bid scheme or quid pro quo.
- Panama relied on flawed financial analysis in the Aguirre and Villalba Reports as well as in Resolutions prepared by both the Organized Crime Prosecutor and Corruption Prosecutor. The flawed financial analysis was the key evidence provided and this evidence is inconclusive, meaning that the allegation that Omega and/or Mr. Rivera was the payor of a bribe to Mr. Moncada Luna is nothing more than a guess.
- Panama provided testimony transcripts and witness statements/declarations from a variety of people including Judicial Authority employees, employees of Omega and competitors of Omega, none of which implicate Omega or Mr. Rivera in any corrupt act.

# RESPONDENT HAS SHOWN NO WRONGDOING BY CLAIMANTS



"Based on the above considerations, we respectfully recommend to the Honorable Court that a ruling be issued ordering **OBJECTIVE AND IMPERSONAL PROVISIONAL DISMISSAL**, pursuant to the provisions of Article 2208, number 1 of the Judicial Code, which will not result in res judicata and with the understanding that a request may be submitted to reopen the case if new evidence comes to light.

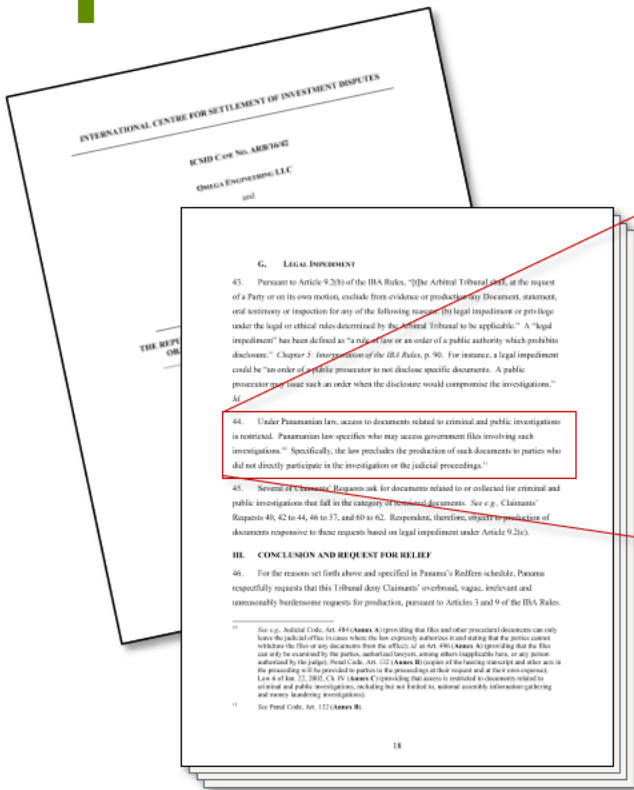
# RESPONDENT HAS SHOWN NO WRONGDOING BY CLAIMANTS



## RULING

Based on the merits of the foregoing, the SECOND SUPERIOR COURT OF THE FIRST JUDICIAL DISTRICT, administering justice on behalf of the Republic and as authorized by law . . . **DETERMINES: DECLARE the nullity of every act in the criminal proceedings** officially initiated and based on accusations from members from the community, for the allegations of money laundering, **against .... OSCAR IVÁN RIVERA, ID No. 421723037**; as a result of violation of due process and errors related to general denomination of the crime.

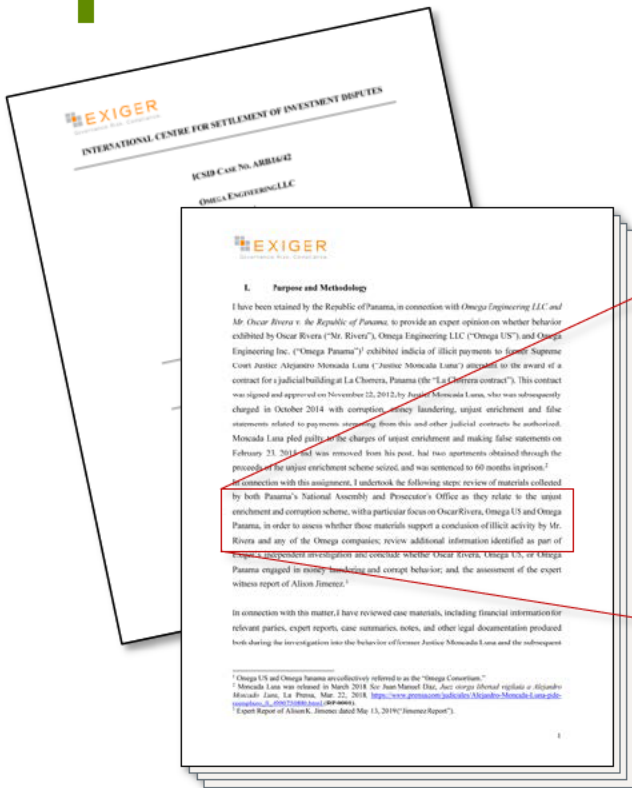
# RESPONDENT CONCEALED ITS CRIMINAL FILES



“Under Panamanian law, access to documents related to criminal and public investigations is restricted. Panamanian law specifies who may access government files involving such investigations. Specifically, the law precludes the production of such documents to parties who did not directly participate in the investigation or the judicial proceedings.”

The Republic of Panama’s Memorandum in Support of Its Objections to Claimants’ Document Requests ¶ 44

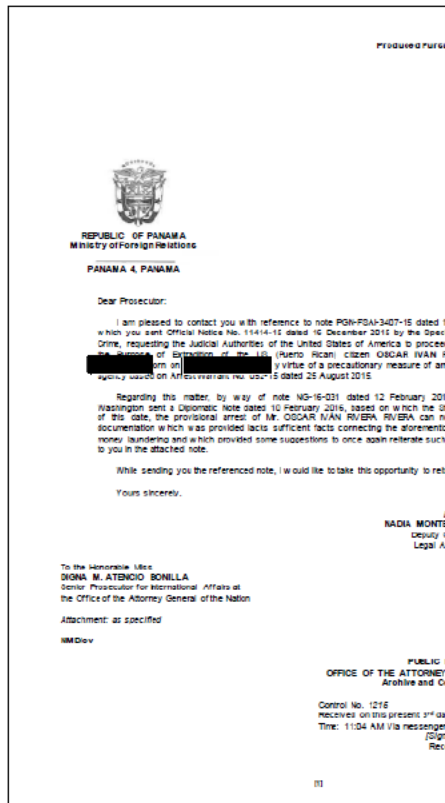
# RESPONDENT CONCEALED ITS CRIMINAL FILES



Pollitt states he reviewed materials collected by "both Panama's National Assembly and Prosecutor's Office as they relate to the unjust enrichment and corruption scheme, with a particular focus on Oscar Rivera, Omega US and Omega Panama, in order to assess whether those materials support a conclusion of illicit activity by Mr. Rivera and any of the Omega companies."

Expert Report of Mr. Roy Pollitt dated 15 Nov. 2019 at 1

# U.S. GOVERNMENT DENIED EXTRADITION DUE TO LACK OF EVIDENCE

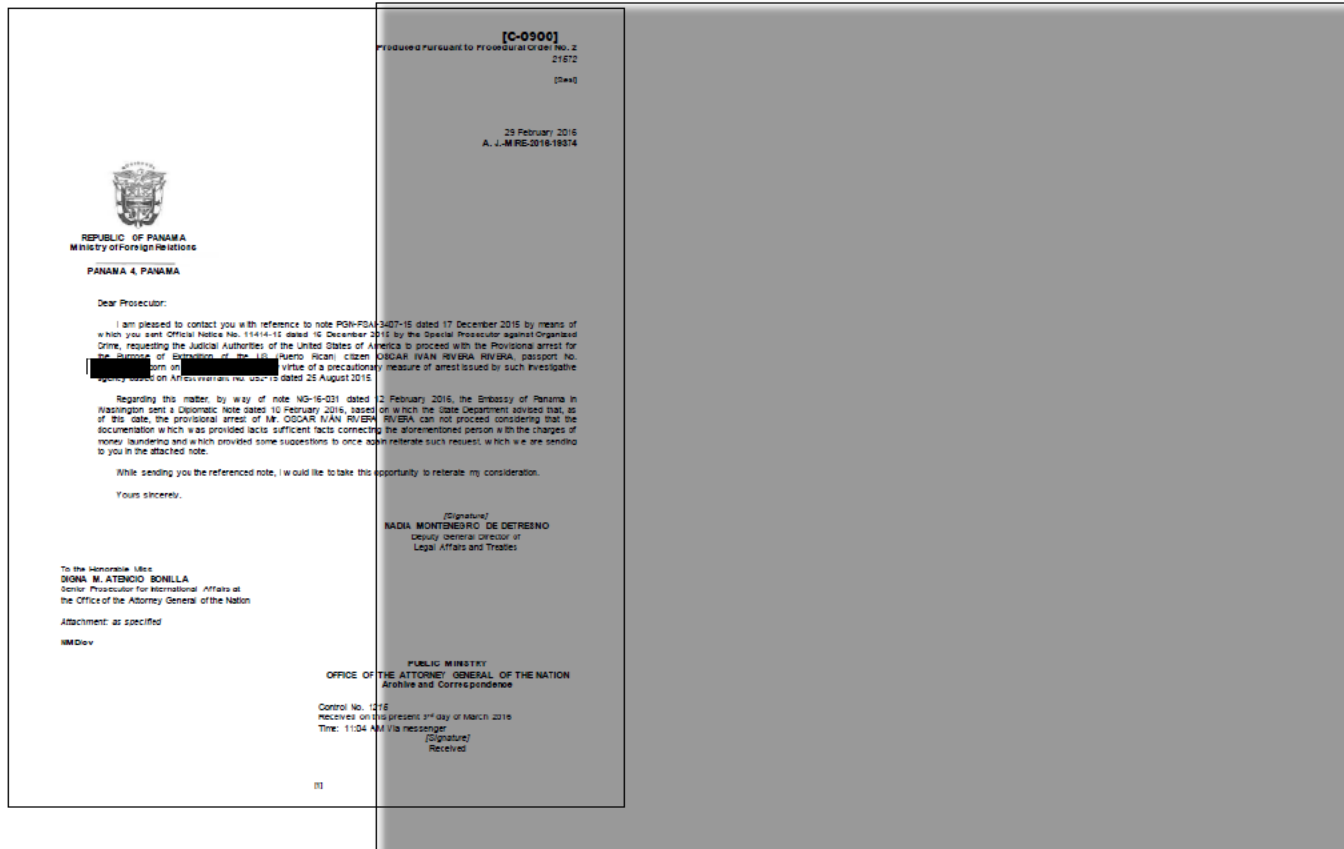


The Department of State refers to Diplomatic Note No. NV-15-079, dated December 21, 2015, from the Embassy of Panama, which requested the provisional arrest for the purpose of extradition of Oscar Ivan Rivera Rivera to stand trial in Panama for the crime of money laundering, in violation of Chapter IV, Title VII, of the Crimes against the Economic Order, Book Two of the Penal Code of Panama.

The United States cannot proceed with the provisional arrest request at this time, as it does not contain sufficient factual support linking Rivera Rivera to the money laundering charge. In order to proceed with the request, the United States would need to know the evidence on which the Government of Panama relied to conclude that Rivera Rivera was engaged in a money laundering operation related to the unlawful enrichment conviction against Alejandro Moncada Luna Carvajal. Such evidence could include, for example, an explanation of bank records which show the movement of money by Rivera Rivera and reflect that he knew the money was obtained through illegal means, a summary of testimony given by a co-conspirator, or any other evidence which clearly indicates that Rivera Rivera knowingly participated in the money laundering operation described in the provisional arrest request. Such evidence could include, for example, an

C-0900: Letter from Panama's Foreign Affairs Ministry to Panama's Office of the Attorney General attaching the U.S. State Department's Denial of Panama's Request of a Provisional Arrest for the Purpose of Extraditing Mr. Rivera dated 29 Feb. 2016

# U.S. GOVERNMENT DENIED EXTRADITION DUE TO LACK OF EVIDENCE



C-0900: Letter from Panama's Foreign Affairs Ministry to Panama's Office of the Attorney General attaching the U.S. State Department's Denial of Panama's Request of a Provisional Arrest for the Purpose of Extraditing Mr. Rivera dated 29 Feb. 2016

## RESPONDENT HAS SHOWN NO WRONGDOING BY CLAIMANTS

“It is also my opinion that **Panama failed to show—and certainly could not have proved—that Omega and/or Mr. Rivera engaged in money laundering with respect to corruption allegations involving Moncada Luna.** Panama relied exclusively on bank transaction analysis to link Mr. Rivera and Omega to Mr. Moncada Luna. However, Panama’s bank transaction analyses included mathematical errors, illogical assumptions, contradictory interpretations of the same set of transactions and missing days/weeks/months of transactions during which Panama has no idea what happened and cannot ascribe the transactions to anyone, let alone Omega or Mr. Rivera.

The flawed transaction analyses invalidates Panama’s corruption and money laundering allegations against Omega and Mr. Rivera and severs any claimed “link” between Omega and/or Mr. Rivera and Mr. Moncada Luna. Moreover, **Panama was unable to produce any other evidence of supposed corruption or money laundering such as communications, witness testimony or computer records to support their conclusion.** Finally, Panama failed to either investigate or failed to produce evidence of investigations into certain other individuals who may have been linked to the unjust enrichment of Mr. Moncada Luna.”

Jimenez 2 at p. 3



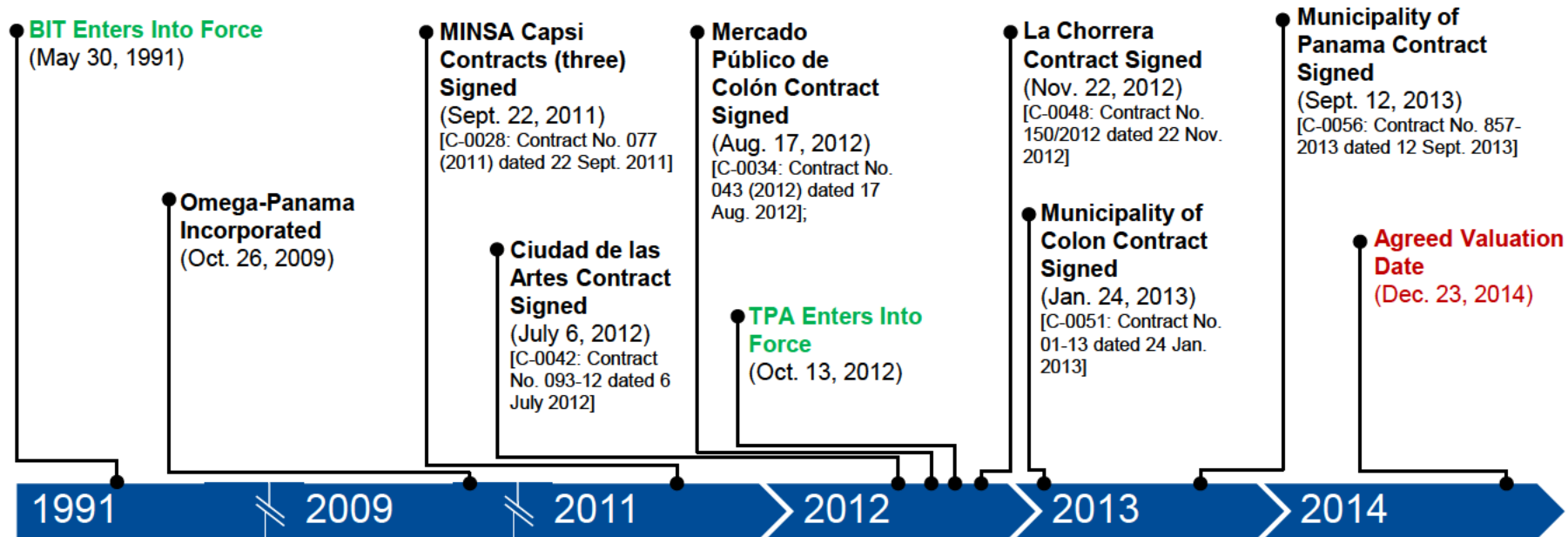


# Charles T. Kotuby Jr.

*Other Jurisdictional Objections and Treaty Standards*

*Restitution and Quantum*

## THE BIT AND THE TPA: A CHRONOLOGY



# THE TPA COVERS THE ENTIRETY OF CLAIMANTS' INVESTMENT

## Article 1.3: Relation to Other Agreements

1. The Parties affirm their existing rights and obligations with respect to each other under the WTO Agreement and other agreements to which the Parties are party.
2. Articles VII and VIII of the Treaty Between the United States of America and the Republic of Panama Concerning the Treatment and Protection of Investments, with Annex and Agreed Minutes, signed at Washington on October 27, 1982 (the "Treaty") shall be suspended on the date of entry into force of this Agreement.
3. Notwithstanding paragraph 2,
  - (a) for a period of ten years beginning on the date of entry into force of this Agreement, Articles VII and VIII of ~~the Treaty shall not be suspended~~:
    - (i) in the case of investments covered by the Treaty as of the date of entry into force of this Agreement; or
    - (ii) in the case of a dispute that arose prior to the date of entry into force of this Agreement and that is otherwise eligible to be submitted for settlement under Article VII or VIII of the Treaty; and



The BIT  
Remains  
in Force

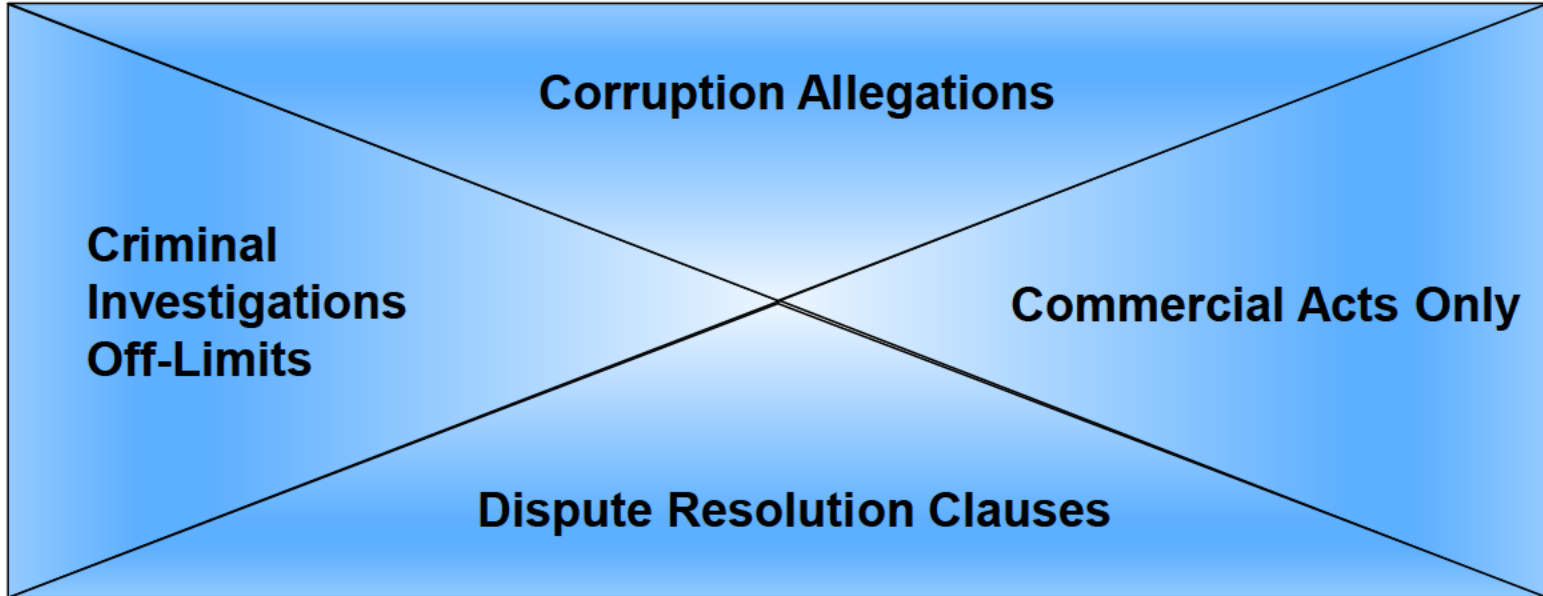


The TPA  
Covers This  
Entire  
Investment

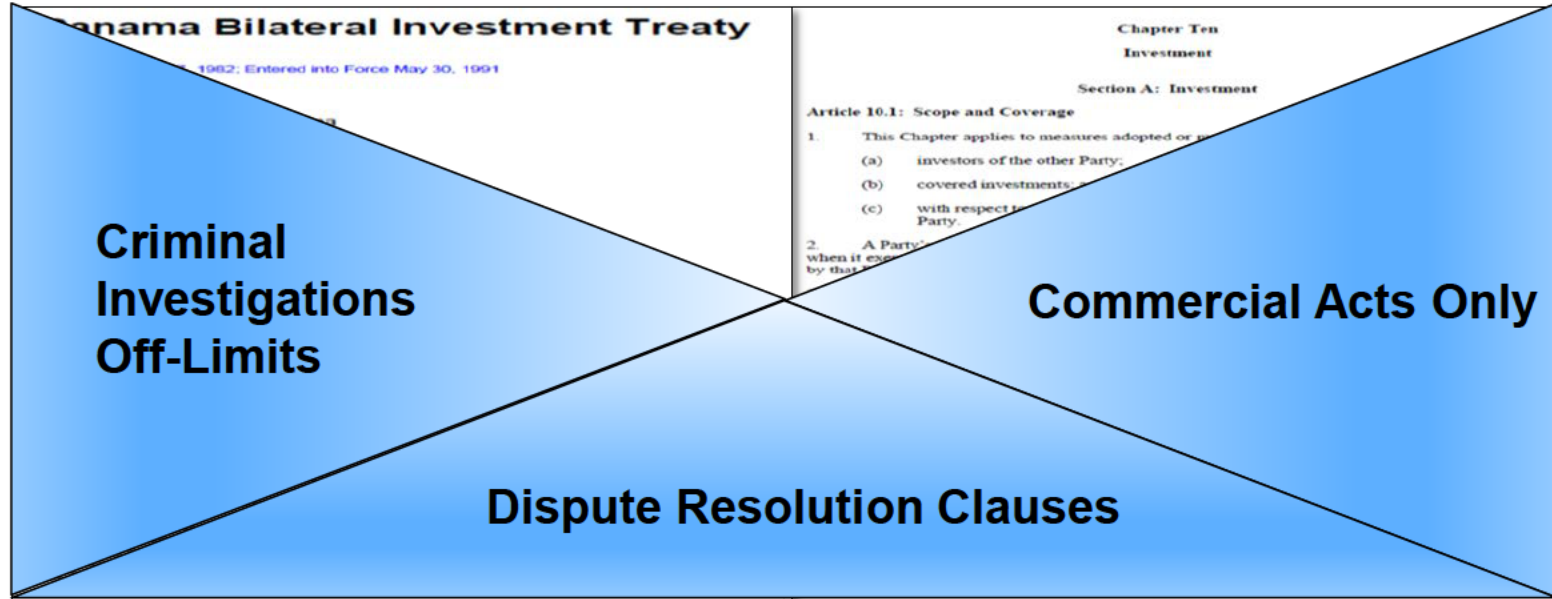
## Article 2.1: Definitions of General Application

**covered investment** means, with respect to a Party, an investment, as defined in Article 10.29 (Definitions), in its territory of an investor of the other Party **in existence** as of the date of entry into force of this Agreement or **established, acquired, or expanded thereafter**;

# RESPONDENT'S PRELIMINARY OBJECTIONS FAIL



# RESPONDENT'S PRELIMINARY OBJECTIONS FAIL



# RESPONDENT'S PRELIMINARY OBJECTIONS FAIL

**Panama Bilateral Investment Treaty**  
1982; Entered into Force May 30, 1991

**Chapter Ten  
Investment**

**Section A: Investment**

**Article 10.1: Scope and Coverage**

1. This Chapter applies to measures adopted or maintained by a Party relating to:
  - (a) investors of the other Party;
  - (b) covered investments; and
  - (c) with respect to Articles 10.9 and 10.11, all investments in the territory of the Party.
2. A Party's obligations under this Section shall apply to a state enterprise or other person when it exercises any regulatory, administrative, or other governmental authority delegated to it by that Party.
3. For greater certainty, this Chapter does not bind any Party in relation to any act or fact that took place or any situation that ceased to exist before the date of entry into force of this agreement.

**4. Relation to Other Chapters**

If there is any inconsistency between this Chapter and another Chapter, the other Chapter shall prevail to the extent of the inconsistency.

that a service supplier of the other Party post a bond or other security, to the extent that such bond or security is not required by the other Party to the extent that such bond or security is more favorable than that required by the other Party.

**Criminal Investigations Off-Limits**

**Dispute Resolution Clauses**

## ARTICLE VII OF THE BIT

2. In the event of an investment dispute between a Party and a national or company of the other Party with respect to an investment of such national or company in the territory of the first Party, the parties to the dispute shall initially seek to resolve it by consultation and negotiation. The parties may, upon the initiative of either of them and as a part of their consultation and negotiation, agree to rely upon non-binding, third-party procedures, such as the fact-finding facility available under the Rules of the Additional Facility ("Additional Facility") of the International Centre for the Settlement of Investment Disputes ("Centre"). If the dispute cannot be resolved through consultation and negotiation, then the dispute shall be submitted for settlement in accordance with the applicable dispute- settlement procedures upon which they have previously agreed. Such procedures may provide for recourse to international arbitration using a forum such as the Inter-American Commercial Arbitration Commission. With respect to expropriation by either Party, any dispute-settlement procedures specified in an investment agreement between such Party and such national or company shall remain binding and shall be enforceable in accordance with, inter alia, the terms of the investment agreement, relevant provisions of the domestic laws of such Party and treaties and other international agreements regarding enforcement of arbitral awards to which such Party has adhered.



## ARTICLE VII OF THE BIT

### ARTICLE VII

1. For purposes of this Article, **an investment dispute is defined as a dispute involving:** (a) the interpretation or application of an investment agreement between a Party and a national or company of the other Party; (b) the interpretation or application of any investment authorization granted by its foreign investment authority to such national or company; or (c) **an alleged breach of any right conferred or created by this Treaty with respect to an investment.**

CL-0001: U.S.–Panama BIT



## ARTICLE VII OF THE BIT

2. In the event of **an investment dispute** between **a Party and a national or company** of the other Party with respect to an investment of such national or company in the territory of the first Party, the parties to the dispute shall initially seek to resolve it by consultation and negotiation. The parties may, upon the initiative of either of them and as a part of their consultation and negotiation, agree to rely upon non-binding, third-party procedures, such as the fact-finding facility available under the Rules of the Additional Facility ("Additional Facility") of the International Centre for the Settlement of Investment Disputes ("Centre"). **If the dispute cannot be resolved through consultation and negotiation, then the dispute shall be submitted for settlement in accordance with the applicable dispute-settlement procedures upon which they have previously agreed.** Such procedures may provide for recourse to international arbitration using a forum such as the Inter-American Commercial Arbitration Commission. **With respect to expropriation by either Party, any dispute-settlement procedures specified in an investment agreement between such Party and such national or company shall remain binding and shall be enforceable in accordance with, inter alia, the terms of the investment agreement, relevant provisions of the domestic laws of such Party and treaties and other international agreements regarding enforcement of arbitral awards to which such Party has adhered.**

3. (a) The national or company concerned may choose to consent in writing to the submission of the dispute to the Additional Facility for settlement, either by conciliation or binding arbitration, at any time after six months from the date upon which the dispute arose. **Once the national or company concerned has so consented, either party to the dispute may institute proceedings before the Additional Facility, provided the dispute has not, for any reason, been submitted for resolution in accordance with any applicable dispute settlement procedures previously agreed to by the parties to the dispute,** and the national or company concerned has not brought the dispute before the courts of justice, administrative tribunals or agencies of competent jurisdiction of either Party.

(b) Each Party hereby consents to the submission of an investment dispute to the Additional Facility for settlement by conciliation or binding arbitration.

(c) Conciliation or binding arbitration of such dispute shall be done in accordance with the provisions of the Regulations and Rules of the Additional Facility.

(d) Each Party shall provide for the enforcement within its territory of Additional Facility arbitral awards.

Provision only applies where a **"Party and a national"** have **"previously agreed"** to a forum for **"investment disputes"**

...such as, in **"investment agreement[s]"**, which is a separate category of investment disputes in Article VII(1)

## THE DISPUTE SETTLEMENT PROVISIONS ARE NOT “APPLICABLE”

- **The MINSA Capsi Contracts Do Not Address Investment Disputes**

*“Any dispute related to the execution, enforcement, development or termination of the Contract* that cannot be resolved directly by the parties shall be resolved by legal arbitration, in accordance with the Rules of Arbitration of the International Chamber of Commerce.” C-0028: Contract No. 077 dated 22 Sept. 2011; C-0030: Contract No. 083 dated 22 Sept. 2011; C-0031: Contract No. 085 dated 22 Sept. 2011.

- **Ciudad de las Artes and Mercado Público de Colón Contracts Do Not Address Investment Disputes**

*“THE PARTIES* have chosen Panama City, Panama as special domicile . . . *Any claim that arises due to the interpretation or enforcement of this Contract* shall be resolved by mutual agreement between The Parties, and if it cannot be resolved in this way, the dispute shall be submitted to the Panamanian courts.” C-0042: Contract No. 093-12 dated 6 July 2012; C-0034: Contract No. 043 dated 17 Aug. 2012.

# RESPONDENT'S PRELIMINARY OBJECTIONS FAIL

<p><b>Panama Bilateral Investment Treaty</b></p> <p>1982; Entered into Force May 30, 1991</p> <p><b>Criminal Investigations Off-Limits</b></p> <p>...WITH ...carrying papers, ...the use of the Senate ...1986 ...TRANSMITTAL ...1985. ...United States: ...receiving the advice and consent of the Senate ratification, I ...with the Treaty between the United States of America and the ...of Panama concerning the Treatment and Protection of Investments, ...Agreed Minutes, signed October 27, 1982, at Washington. I transmit also, ...the information of the Senate, the report of the Department of State with</p>	<p><b>Chapter Ten</b></p> <p><b>Investment</b></p> <p><b>Section A: Investment</b></p> <p><b>Article 10.1: Scope and Coverage</b></p> <ol style="list-style-type: none"><li>1. This Chapter applies to measures adopted or maintained by a Party relating to:<ol style="list-style-type: none"><li>(a) investors of the other Party;</li><li>(b) covered investments; and</li><li>(c) with respect to Articles 10.9 and 10.11, all investments in the territory of the Party.</li></ol></li><li>2. A Party's obligations under this Section shall apply to a state enterprise or other person when it exercises any regulatory, administrative, or other governmental authority delegated to it by that Party.</li><li>3. For greater certainty, this Chapter does not bind any Party in relation to any act or fact that took place or any situation that ceased to exist before the date of entry into force of this Agreement.</li></ol> <p><b>Article 10.2: Relation to Other Chapters</b></p> <ol style="list-style-type: none"><li>1. In the event of any inconsistency between this Chapter and another Chapter, the other Chapter shall prevail to the extent of the inconsistency.</li><li>2. A requirement by a Party that a service supplier of the other Party post a bond or other form of financial security as a condition of the cross-border supply of a service does not of itself make this Chapter applicable to measures adopted or maintained by the Party relating to such cross-border supply of the service. This Chapter applies to measures adopted or maintained by the Party relating to the posted bond or financial security, to the extent that such bond or financial security is a covered investment.</li><li>3. This Chapter does not apply to measures adopted or maintained by a Party to the extent that they are covered by Chapter Twelve (Financial Services).</li></ol> <p><b>Article 10.3: National Treatment</b></p> <ol style="list-style-type: none"><li>1. Each Party shall accord to investors of the other Party treatment no less favorable than that it accords, in like circumstances, to its own investors with respect to the establishment,</li></ol> <p>10-1</p>
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# RESPONDENT'S PRELIMINARY OBJECTIONS FAIL

## Panama Bilateral Investment Treaty

Signed October 27, 1982; Entered into Force May 30, 1991

Investment Treaty with Panama

99th Congress 2nd Session

SENATE Treaty Doc. 99-14

MESSAGE

FROM

THE PRESIDENT OF THE UNITED STATES

TRANSMITTING

THE TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF PANAMA CONCERNING THE TREATMENT AND PROTECTION OF INVESTMENTS, WITH AGREED MINUTES. SIGNED AT WASHINGTON, OCTOBER 27, 1982

MARCH 25, 1986-Treaty was read the first time and, together with the accompanying papers, referred to the Committee on Foreign Affairs and ordered to be printed for the use of the Senate

U.S. GOVERNMENT PRINTING OFFICE

71-118 WASHINGTON: 1986

LETTER OF TRANSMITTAL

The White House, March 25, 1986.

To the Senate of the United States:

With a view to receiving the advice and consent of the Senate ratification, I transmit herewith the Treaty between the United States of America and the Republic of Panama concerning the Treatment and Protection of Investments, with Agreed Minutes, signed October 27, 1982, at Washington. I transmit also, for the information of the Senate, the report of the Department of State with

Chapter Ten

Investment

Section A: Investment

Article 10.1: Scope and Coverage

1. This Chapter applies to measures adopted or maintained by a Party relating to:
  - (a) investors of the other Party;
  - (b) covered investments; and
  - (c) with respect to Articles 10.9 and 10.11, all investments in the territory of the Party.
2. A Party's obligations under this Section shall apply to a state enterprise or other person when it exercises any regulatory, administrative, or other governmental authority delegated to it by that Party.
3. For greater certainty, this Chapter does not bind any Party in relation to any act or fact that took place or any situation that ceased to exist before the date of entry into force of this Agreement.

Article 10.2: Relation to Other Chapters

1. In the event of any inconsistency between this Chapter and another Chapter, the other Chapter shall prevail to the extent of the inconsistency.
2. A requirement by a Party that a service supplier of the other Party post a bond or other form of financial security as a condition of the cross-border supply of a service does not of itself make this Chapter applicable to measures adopted or maintained by the Party relating to such cross-border supply of the service. This Chapter applies to measures adopted or maintained by the Party relating to the posted bond or financial security, to the extent that such bond or financial security is a covered investment.
3. This Chapter does not apply to measures adopted or maintained by a Party to the extent that they are covered by Chapter Twelve (Financial Services).

Article 10.3: National Treatment

1. Each Party shall accord to investors of the other Party treatment no less favorable than that it accords, in like circumstances, to its own investors with respect to the establishment,

10-1

CL-0001: U.S.–Panama BIT

CL-0003: U.S.–Panama TPA

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JONES  
DAY

## RESPONDENT'S KEY TREATY BREACHES

1. Respondent's Agencies Refused to Sign Virtually All Change Orders and Payment Applications to the Omega Consortium
2. Comptroller General Refused to Endorse Virtually All Payments to the Omega Consortium, Cutting Off All Cash Flow
3. Comptroller General Refused to Endorse Virtually All Change Orders for the Omega Consortium's Projects, Causing Contracts to Lapse
4. MEF Slashed the State Budget for the Omega Consortium's Largest Project
5. INAC Administratively Terminated the Omega Consortium's Largest Contract, Imposing a Ban on Future Bidding (Without Notice)
6. Municipality of Panama Administratively Terminated Contract, and Imposed a Further Three Year Ban on Bidding
7. Respondent Initiated Bogus Criminal Investigations
8. Criminal Authorities Froze Bank Accounts
9. Criminal Authorities Issued Detention Orders
10. Respondent Issued Extradition Request and Interpol Red Notice

### Expropriation:

#1 through #8: The “substantial deprivation” of “virtually all” of an investment

### Fair and Equitable Treatment:

#1 through #10: Arbitrariness, a willful neglect of duty and due process, and subjective bad faith

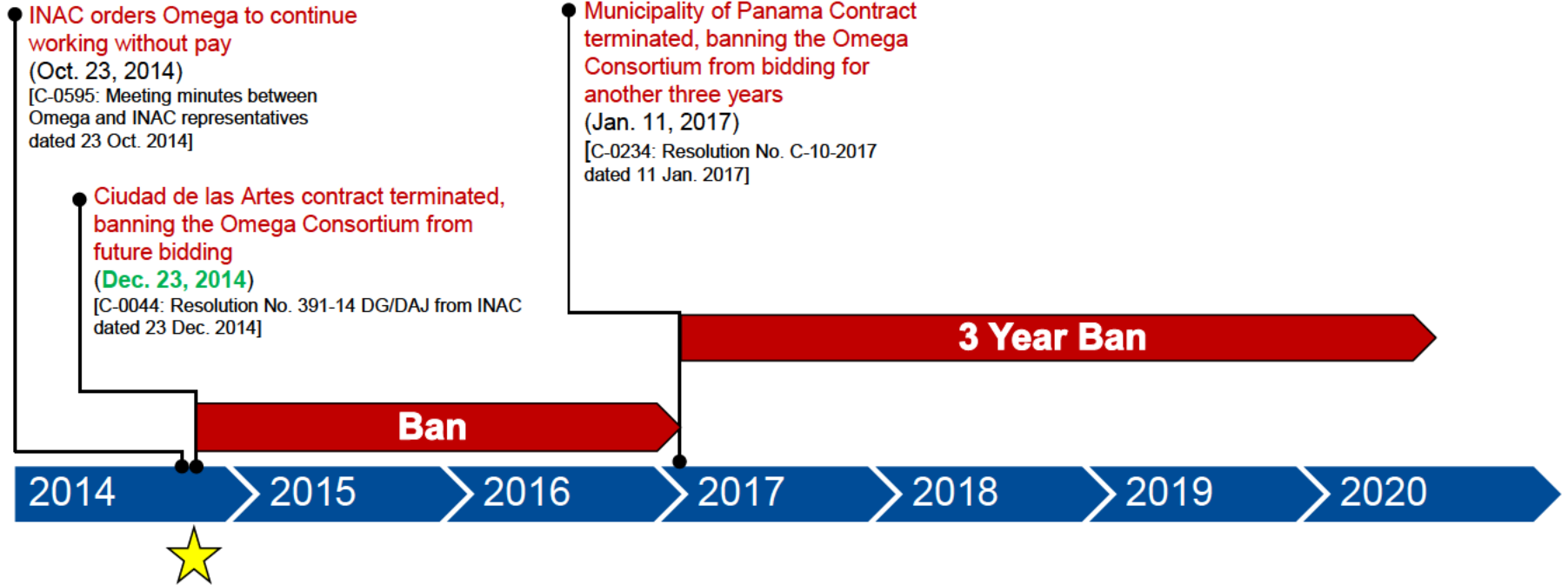
### Full Protection & Security:

#8 through #10: Threats to physical security

### Umbrella Clause:

#1 through #6: Sovereign failure to “observe obligations . . . with regard to investment”

# PARTIES AGREE DEC. 23, 2014 IS THE APPROPRIATE VALUATION DATE



**VALUATION DATE:  
DEC. 23, 2014**

# CLAIMANTS' LOSSES



# CLAIMANTS' LOSSES

Claimants'  
Moral  
Damages

Goodwill  
and Value  
of Future  
Contracts

Value of  
Existing  
Contracts

US\$ 8.69  
Million\*

\* Does not  
include  
interest



# CLAIMANTS' LOSSES

Claimants'  
Moral  
Damages



Goodwill  
and Value  
of Future  
Contracts

US\$ 42.53  
Million\*

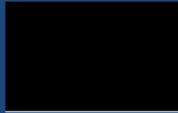
Value of  
Existing  
Contracts

US\$ 8.69  
Million\*

\* Does not  
include  
interest

## CLAIMANTS' LOSSES

Claimants'  
Moral  
Damages



Goodwill  
and Value  
of Future  
Contracts

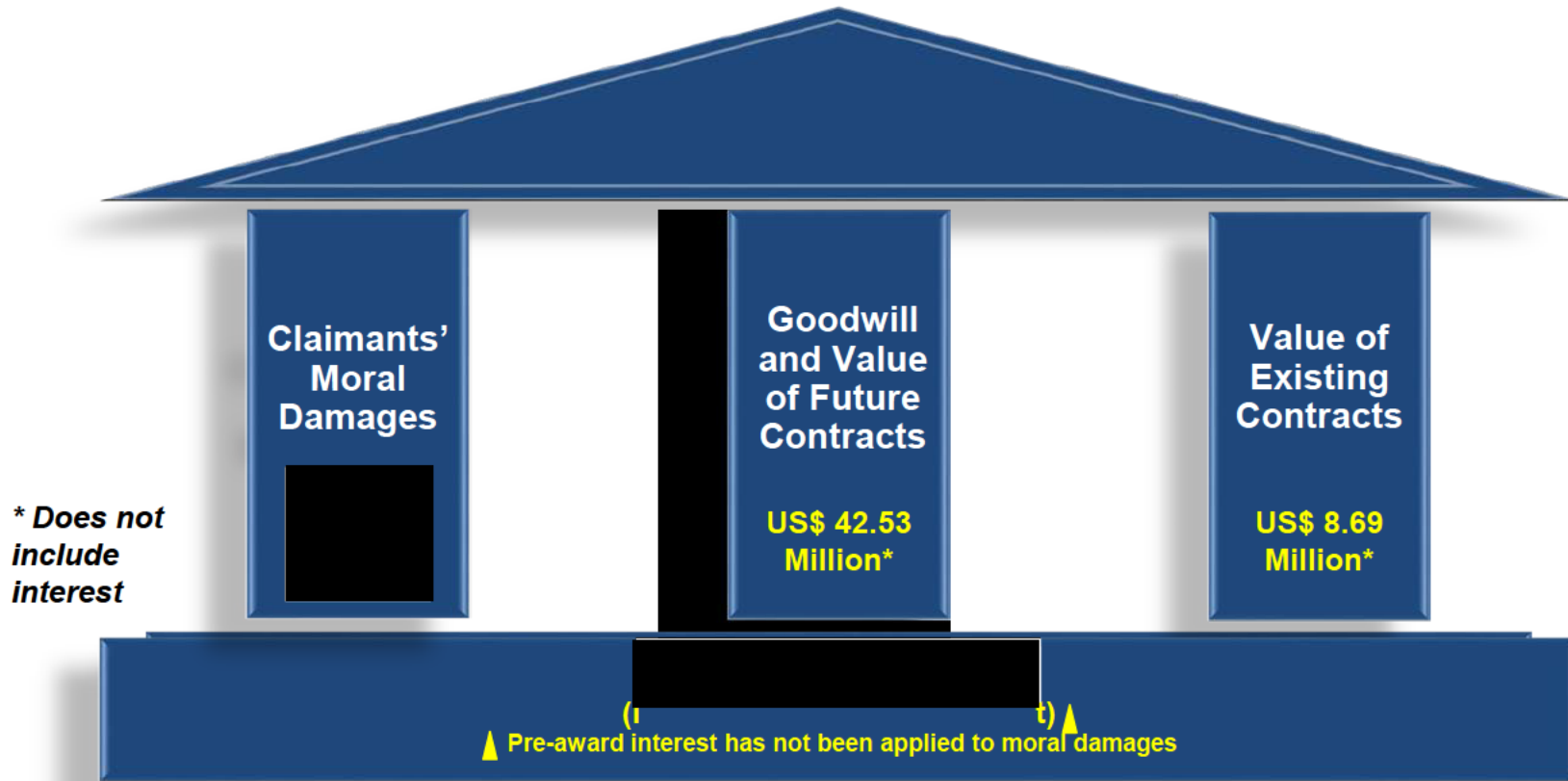
US\$ 42.53  
Million\*

Value of  
Existing  
Contracts

US\$ 8.69  
Million\*

\* Does not  
include  
interest

# CLAIMANTS' LOSSES





**Carlos F. Concepción**  
**Shook, Hardy & Bacon**

*Conclusion*

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One Firm Worldwide®