

CLAIMANTS' REDFERN SCHEDULE

JUNE 10, 2022

No.	Requesting Party	Documents or Category of Documents Requested	Relevance and Materiality According to Requesting Party		Objections to Document Request	Reply to Objections to Document Request	Tribunal's Decisions
			Ref. to Submissions	Comments			
1.	Claimants	<p>Claimants request Pemex's administrative file for the 803 Contract. In particular, Claimants seek documents related to:</p> <p>A. Pemex's decision to enter into the 803 Contract with MWS and Bisell.</p> <p>B. Pemex's decisions to suspend performance under the 803 Contract.</p> <p>C. Pemex's decisions to extend the term of the 803 Contract.</p>	Statement of Claim, ¶¶ 109-27, 373-74.	<p>MWS and Prize claim that the nearly six-year delays in Mexico's court system in the lawsuit related to the 803 Contract constitute a denial of justice in breach of USMCA Article 14.6 (Minimum Standard of Treatment).</p> <p>Similarly, Finley and Prize claim that Pemex's conduct under the 821 Contract violates the NAFTA. Specifically, Finley and Prize contend that (1) rescinding the 821 Contract and proceeding to call on the US\$ 41.8 million performance bond and (2) Pemex's interference with Finley and Drake-Mesa's</p>			

		<p>D. Pemex’s claims that it did not have the budget to continue requesting work under the 803 Contract.</p> <p>E. The finiquito process for the 803 Contract.</p> <p>This Request includes communications exchanged internally at Pemex and between Pemex and any third parties.</p> <p>The time period for this Request ranges from approximately January 2012 (when the parties entered into the 803 Contract) to February 2015 (when the finiquito for the 803 Contract was finalized).</p>		<p>lawsuit challenging the rescission of the 821 Contract constitute arbitrary, unreasonable, and discriminatory conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>The 803 Contract and Pemex’s conduct thereunder are relevant to these claims for a few reasons.</p> <p><i>First</i>, it contextualizes the detrimental impact of the nearly six-year delay MWS and Prize experienced in Mexico’s court system.</p> <p><i>Second</i>, it explains why the 803 Contract, as well as MWS and Bisell establishing a presence in Mexico in preparation to perform under the contract, are “investments.”</p> <p><i>Finally</i>, the 803 Contract was the first of three contracts to perform work for Pemex under which Claimants did not get a fair opportunity to realize the benefits of their investments.</p> <p>Accordingly, documents and communications about Pemex’s</p>			
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				<p>conduct under the 803 Contract are directly relevant and material to Claimants' claims.</p> <p>Claimants have tried to obtain this information on their own. Claimants submitted a request for Pemex's administrative file for the 803 Contract under Mexico's transparency law. Claimants' request was denied. Apparently, Mexico contends that this information is now confidential, as Pemex is a wholly owned instrumentality of the State, and cannot be disclosed to Claimants because of this arbitration.</p>			
2.	Claimants	<p>Claimants request Pemex's administrative file for the 804 Contract. In particular, Claimants seek documents related to:</p> <p>A. Pemex's decision to enter into the 804 Contract with MWS and Bisell.</p> <p>B. Pemex's decision(s) to issue two work orders under the 804 Contract in July 2013.</p> <p>C. Pemex's decision(s) to cancel those work orders around September 2013.</p>	Statement of Claim, ¶¶ 143-60, 373-74.	<p>MWS and Prize claim that the nearly six-year delays in Mexico's court system in the lawsuit related to the 804 Contract constitute a denial of justice in breach of USMCA Article 14.6 (Minimum Standard of Treatment).</p> <p>Similarly, Finley and Prize claim that Pemex's conduct under the 821 Contract violates the NAFTA. Specifically, Finley and Prize contend that (1) rescinding the 821 Contract and proceeding to call on the US\$ 41.8 million performance bond and (2) Pemex's interference</p>			

		<p>D. Pemex’s decisions to extend the term of the 804 Contract.</p> <p>E. Pemex’s claims that it did not have the budget to continue requesting work under the 804 Contract.</p> <p>F. Pemex’s contractual obligations under the 804 Contract to (1) conduct activities with the Contractor in good faith and equity, and (2) consult with the Contractor and directly exchange views before issuing any final decision (see 804 Contract Article 3).</p> <p>G. The finiquito process for the 804 Contract.</p> <p>This Request includes communications exchanged internally at Pemex and between Pemex and any third parties.</p> <p>The time period for this Request ranges from approximately early 2013 (when the parties entered into the 804 Contract) to April 2015 (when the finiquito for the 804 Contract was finalized).</p>		<p>with Finley and Drake-Mesa’s lawsuit challenging the rescission of the 821 Contract constitute arbitrary, unreasonable, and discriminatory conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>The 804 Contract and Pemex’s conduct thereunder are relevant to these claims for a few reasons.</p> <p><i>First</i>, it contextualizes the detrimental impact of the nearly six-year delay MWS and Prize experienced in Mexico’s court system.</p> <p><i>Second</i>, it explains why the 804 Contract, as well as MWS and Bisell establishing a presence in Mexico in preparation to perform under the contract, are “investments.”</p> <p><i>Finally</i>, the 804 Contract was the second of three contracts to perform work for Pemex under which Claimants did not get a fair opportunity to realize the benefits of their investments.</p>			
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				<p>Accordingly, documents and communications about Pemex's conduct under the 804 Contract are directly relevant and material to Claimants' claims.</p> <p>Claimants have tried to obtain this information on their own. Claimants submitted a request for Pemex's administrative file for the 804 Contract under Mexico's transparency law. Claimants' request was denied. Apparently, Mexico contends that this information is now confidential, as Pemex is a wholly owned instrumentality of the State, and cannot be disclosed to Claimants because of this arbitration.</p>			
3.	Claimants	<p>Claimants request Pemex's administrative file for the 821 Contract. In particular, Claimants seek documents related to:</p> <p>A. Pemex's decision to enter into the 821 Contract with Finley and Drake-Mesa.</p> <p>B. Pemex's decisions to suspend performance under the 821 Contract.</p>	Statement of Claim, ¶¶ 181-226, 360 et seq.	<p>Finley and Prize claim that Pemex's conduct under the 821 Contract violates the NAFTA. Specifically, Finley and Prize contend that (1) rescinding the 821 Contract and proceeding to call on the US\$ 41.8 million performance bond and (2) Pemex's interference with Finley and Drake-Mesa's lawsuit challenging the rescission of the 821 Contract constitute arbitrary, unreasonable, and discriminatory conduct in breach of NAFTA Article 1105</p>			

		<p>C. Pemex’s decision to rescind the 821 Contract.</p> <p>D. Pemex’s claims that it did not have the budget to continue requesting work under the 821 Contract.</p> <p>E. Pemex’s demand for a 5% discount on all work performed under the 821 Contract.</p> <p>F. Pemex’s demand to extend the deadline for payment on its invoices from 20 days to six months.</p> <p>G. Pemex’s demand that Finley and Drake-Mesa transport their equipment off site between work orders.</p> <p>H. Pemex’s contractual obligations under the 821 Contract to (1) conduct activities with the Contractor in good faith and equity, and (2) consult with the Contractor and directly exchange views before issuing any final decision. Pemex’s statement that the 821 Contract does not require it to</p>		<p>(Minimum Standard of Treatment).</p> <p>Accordingly, the 821 Contract and Pemex’s conduct thereunder is directly relevant and material to Finley and Prize’s claims.</p> <p>Claimants have tried to obtain this information on their own. Claimants submitted a request for the administrative file for the 821 Contract under Mexico’s transparency law. Claimants’ request was denied. Apparently, Mexico contends that this information is now confidential, as Pemex is a wholly owned instrumentality of the State, and cannot be disclosed to Claimants because of this arbitration.</p>			
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		<p>issue work orders (see 821 Contract Article 3).</p> <p>This Request includes communications exchanged internally at Pemex and between Pemex and any third parties.</p> <p>The time period for this Request ranges from approximately early 2014 (when the parties entered into the 821 Contract) to the present (Pemex is still trying to call on the US\$ 41.8 million performance bond).</p>				
4.	Claimants	<p>After Finley and Drake-Mesa initiated a lawsuit against Pemex under the 821 Contract in April 2016, Pemex told Finley and Drake-Mesa that it would not pay them anything further so long as the lawsuit remained pending.</p> <p>Claimants request documents reflecting Pemex's internal response to Finley and Drake-Mesa's lawsuit under the 821 Contract initiated in April 2016.</p> <p>The time period for this Request ranges from approximately April 2016 to May 2016.</p>	Statement of Claim, ¶¶ 215 et seq.	<p>Finley and Prize claim that Pemex's conduct under the 821 Contract violates the NAFTA. Specifically, Finley and Prize contend that (1) rescinding the 821 Contract and proceeding to call on the US\$ 41.8 million performance bond and (2) Pemex's interference with Finley and Drake-Mesa's lawsuit challenging the rescission of the 821 Contract constitute arbitrary, unreasonable, and discriminatory conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p>		

				Accordingly, the 821 Contract and Pemex's conduct thereunder is directly relevant and material to Finley and Prize's claims.			
5.	Claimants	<p>The 803 Contract, 804 Contract, and 821 Contract each state that Pemex "has allocated the resources to carry out the Works under this Contract."</p> <p>Claimants request documents reflecting:</p> <p>A. Pemex's original budget for the 803 Contract.</p> <p>B. Pemex's original budget for the 804 Contract.</p> <p>C. Pemex's original budget for the 821 Contract.</p> <p>This Request includes communications exchanged (1) internally at Pemex about its budget under each of the three contracts, (2) between Pemex and other bodies of the Mexican government about its original budget under each of the three contracts.</p>	Statement of Claim, ¶¶ 117, 138, 171.	<p>MWS and Prize claim that the nearly six-year delays in Mexico's court system in the lawsuit related to the 803 and 804 Contracts constituted a denial of justice in breach of USMCA Article 14.6 (Minimum Standard of Treatment). Pemex's failure to perform under the 803 and 804 Contracts gave rise to these lawsuits.</p> <p>Finley and Prize claim that Pemex's conduct under the 821 Contract violates the NAFTA, including that rescinding the 821 Contract and proceeding to call on the US\$ 41 million performance bond constitutes arbitrary, unreasonable, and discriminatory conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>Pemex repeatedly attempted to justify its failure to comply with its commitments under the three contracts on the grounds that it did</p>			

		The time period for this Request ranges from approximately late 2011 (when MWS and Bisell bid to enter into the 803 Contract) to early 2014 (when Finley and Drake-Mesa entered into the 821 Contract).		not have the budget to perform as agreed. Accordingly, documents and communications about Pemex's budget for each of the three contracts are directly relevant and material to Claimants' claims.			
6.	Claimants	<p>Pemex officials have admitted that, beginning in 2013, Pemex diverted funds that it had budgeted for Chicontepec to other areas. Similarly, following the oil price crash of 2014, Pemex officials indicated their intention to divert funds away from Chicontepec to areas with lower production costs. Given that Claimants' three contracts were to develop Chicontepec, Pemex's decision to divert its budget away from Chicontepec had serious consequences on Claimants. Based on the information available to Claimants, Claimants believe that they fell victim to Mexico's decision to shift its focus and resources from Chicontepec.</p> <p>Indeed, in various communications with Claimants</p>	Statement of Claim, ¶¶ 232 et seq.	<p>MWS and Prize claim that the nearly six-year delays in Mexico's court system in the lawsuit related to the 803 and 804 Contracts constituted a denial of justice in breach of USMCA Article 14.6 (Minimum Standard of Treatment). Pemex's failure to perform under the 803 and 804 Contracts gave rise to these lawsuits.</p> <p>Finley and Prize claim that Pemex's conduct under the 821 Contract violates the NAFTA, including that rescinding the 821 Contract and proceeding to call on the US\$ 41 million performance bond constitutes arbitrary, unreasonable, and discriminatory conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p>			

		<p>under each of the three contracts, Pemex claimed that it did not have the budget to perform as agreed. As such, Claimants request:</p> <p>A. The financial ledgers showing the funds that Pemex received in advance so it could execute Contract 803;</p> <p>B. The financial ledgers showing the funds that Pemex received in advance so it could execute Contract 804;</p> <p>C. The financial ledgers showing the funds that Pemex received in advance so it could execute Contract 821;</p> <p>D. The financial ledgers showing the outflows from the budgeted amount for Contract 803;</p> <p>E. The financial ledgers showing the outflows from the budgeted amount for Contract 804;</p> <p>F. The financial ledgers showing the outflows from the</p>		<p>Pemex repeatedly attempted to justify its failure to comply with its commitments under the three contracts on the grounds that it did not have the budget to perform as agreed.</p> <p>Accordingly, documents and communications about changes to Pemex's budget for each of the three contracts are directly relevant and material to Claimants' claims.</p>			
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		<p>budgeted amount for Contract 821;</p> <p>Claimants also request documents related to:</p> <p>G. Changes to Pemex’s original budget for the 803 Contract and the reason(s) for such changes.</p> <p>H. Changes to Pemex’s original budget for the 804 Contract and the reason(s) for such changes.</p> <p>I. Changes to Pemex’s original budget for the 821 Contract and the reason(s) for such variations.</p> <p>This Request includes communications exchanged (1) internally at Pemex about modifying its original budget under each of the three contracts, (2) between Pemex and other bodies of the Mexican government about modifying its original budget under each of the three contracts, including to the Pemex board of directors, its directors and officers, and senior managers, and (3) related to any</p>					
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		<p>decision by Pemex to shift the budget allocated for any of Claimants' three contracts to any other contracts or projects.</p> <p>The time periods for this are:</p> <p>Request A-F: when Pemex received the funds to execute the 803 Contract, the 804 Contract, and the 821 Contract through the term of each contract; and</p> <p>Request G-I: from approximately September 2013 (when Pemex first indicated it was having budget issues under the 804 Contract) to approximately January 2016 (when Pemex stopped issuing work orders under the 821 Contract).</p>					
7.	Claimants	<p>Pemex went extended periods without requesting work under both the 803 Contract and the 821 Contract. For the 804 Contract, Pemex issued two work orders; however, it cancelled them before MWS and Bisell performed the work.</p> <p>Claimants request Pemex's internal communications explaining:</p>	Statement of Claim, ¶¶ 116-122, 147, 183 et seq.	MWS and Prize claim that the nearly six-year delays in Mexico's court system in the lawsuit related to the 803 and 804 Contracts constituted a denial of justice in breach of USMCA Article 14.6 (Minimum Standard of Treatment). Pemex's failure to perform under the 803 and 804 Contracts gave rise to these lawsuits.			

		<p>A. Pemex’s decision to cancel the two July 2013 work orders issued under the 804 Contract (around September 2013).</p> <p>B. Pemex’s decision to stop issuing work orders under the 803 Contract (beginning in October 2013).</p> <p>C. Pemex’s decision to stop issuing work orders under the 821 Contract (e.g., in November 2014, August 2015, and January 2016).</p> <p>The time period for this Request ranges from approximately September 2013 (when Pemex cancelled the first two work orders issued under the 804 Contract) to approximately January 2016 (when Pemex stopped issuing work orders under the 821 Contract).</p>		<p>Finley and Prize claim that Pemex’s conduct under the 821 Contract violates the NAFTA, including that rescinding the 821 Contract and proceeding to call on the US\$ 41 million performance bond constitutes arbitrary, unreasonable, and discriminatory conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>Pemex repeatedly attempted to justify its failure to comply with its commitments under the three contracts.</p> <p>Accordingly, communications about Pemex’s decisions not to comply with its commitments and to stop issuing work orders are directly relevant and material to Claimants’ claims.</p>			
8.	Claimants	<p>Pemex twice extended the terms of both the 803 Contract and the 804 Contract.</p> <p>Claimants request Pemex’s internal communications explaining:</p>	Statement of Claim, ¶¶ 119-122, 151-53.	<p>MWS and Prize claim that the nearly six-year delays in Mexico’s court system in the lawsuit related to the 803 and 804 Contracts constituted a denial of justice in breach of USMCA Article 14.6 (Minimum Standard of</p>			

		<p>A. Pemex’s decision to extend the term of the 804 Contract from September 30, 2013 to December 31, 2013.</p> <p>B. Pemex’s decision to extend the term of the 804 Contract from December 31, 2013 to March 31, 2014.</p> <p>C. Pemex’s decision to extend the term of the 803 Contract from December 31, 2013 to March 31, 2014.</p> <p>D. Pemex’s decision to extend the term of the 803 Contract from December 31, 2013 to June 30, 2014.</p> <p>The time period for this Request ranges from approximately August 2013 (around the time Pemex first began deliberating about extending the 804 Contract) to approximately June 2014 (when the term of the 803 Contract concluded).</p>		<p>Treatment). Pemex’s failure to perform under the 803 and 804 Contracts gave rise to these lawsuits.</p> <p>Accordingly, communications about Pemex’s decisions not to comply with its commitments under the 803 and 804 Contracts and to seek extensions are directly relevant and material to MWS and Prize’s claims.</p>			
9.	Claimants	Claimants request documents related to the work order issued in November 2016 under the 821 Contract (Work Order 028-2016	Statement of Claim, ¶¶ 195 et seq., 360-68.	Finley and Prize claim that Pemex’s conduct in connection with the 821 Contract violates the NAFTA.			

		<p>to drill the well called “Coapechaca 1240”).</p> <p>This Request includes documents reflecting:</p> <ul style="list-style-type: none"> A. Internal and external studies leading to the decision to issue the work order. B. Meeting notes leading to the issuance of the work order. C. The budget (funds) to request this work. D. The “Movimiento de Equipos de Perforación” for 2015 and 2016 that show the scheduling of the equipment assigned to drill the “Coapechaca 1240” well. E. The rescheduling of the “Coapechaca 1240” well from Weatherford to Finley and Drake-Mesa before Pemex issued the November 2016 work order. F. The ownership of the equipment “EQ02” and “PEMEX 404” identified in the draft “Movimineto de 		<p>Specifically, Claimants contend that (1) rescinding the 821 Contract and proceeding to call on the US\$ 41 million performance bond and (2) Pemex’s interference with Finley and Drake-Mesa’s lawsuit challenging the rescission of the 821 Contract constitute arbitrary, discriminatory, and unreasonable conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>Accordingly, documents about the work order that Pemex used to justify its rescission of the 821 Contract are directly relevant and material to Finley and Prize’s claims.</p> <p>Claimants have tried to obtain this information on their own. Claimants submitted a request for information about this work order under Mexico’s transparency law. Claimants’ request was denied. Apparently, Mexico contends that this information is now confidential, as Pemex is a wholly owned instrumentality of the State, and cannot be disclosed to Claimants because of this arbitration.</p>			
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		<p>Equipos de Perforacion 2016” attached to Work Order 028-2016.</p> <p>G. Communications with any third party, including Weatherford, about the “Coapechaca 1240” well.</p> <p>H. All permits Pemex obtained to drill the “Coapechaca 1240” well, including all permits from the CNH.</p> <p>I. Internal communications about Claimants’ workers being laid off, including the “Superintendent of Construction,” before Pemex issued this work order.</p> <p>J. Internal communications about rescinding the contract.</p> <p>K. Internal communications about calling on the US\$ 41.8 million performance bond.</p> <p>L. Whether the requested work was ever performed (either by Pemex or by another contractor).</p>					
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		The time period for this Request ranges from approximately April 2016 (when Finley and Prize sued Pemex under the 821 Contract and Pemex said that it would not be paying them anything further so long as the lawsuit remained pending) to approximately November 2016 (when Pemex issued the work order).				
10.	Claimants	<p>On June 5, 2017, Pemex applied to the CNH for authorization to drill the “Coapechaca-1040” well. This document is labelled PEP-DG-SAPEP-GCR-432-2017. As a result, the CNH authorized Pemex to drill “Coapechaca-1040DES,” which includes the “Coapechaca 1240” well. As explained above, drilling the “Coapechaca 1240” well was the one that Pemex supposedly wanted Claimants to drill under Work Order 028-2016.</p> <p>Claimants request the following documents, which are Pemex’s application to, and correspondence with, the CNH for the permit to drill the “Coapechaca 1240” well:</p>	Statement of Claim, ¶¶ 195 et seq., 360-68.	<p>Finley and Prize claim that Pemex’s conduct in connection with the 821 Contract violates the NAFTA.</p> <p>Specifically, Claimants contend that (1) rescinding the 821 Contract and proceeding to call on the US\$ 41 million performance bond and (2) Pemex’s interference with Finley and Drake-Mesa’s lawsuit challenging the rescission of the 821 Contract constitute arbitrary, discriminatory, and unreasonable conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>Accordingly, documents about the permit that Pemex actually obtained to drill the Coapechaca 1240 well undermine the work order that Pemex used to justify its</p>		

		<p>A. PEP-DG-SAPEP-GCR-432-2017.</p> <p>B. The CNH's response dated June 15, 2017 with the label 240.0323/2017.</p> <p>C. Pemex's reply dated June 22, 2017 with the label PEP-DG-SAPEP-GCR-2017.</p>		<p>rescission of the 821 Contract and are directly relevant and material to Finley and Prize's claims.</p>			
11.	Claimants	<p>Claimants request documents related to Pemex's decision to rescind the 821 Contract and call on Finley and Drake-Mesa's US\$ 41.8 million performance bond.</p> <p>This Request includes documents and communications related to:</p> <p>A. Pemex's decision to issue the July 31, 2017 notice of rescission, including all internal analysis regarding the rescission.</p> <p>B. Pemex's decision to issue the draft finiquitos (in July and August of 2017 and later in November and December of 2021).</p>	<p>Statement of Claim, ¶¶ 195 et seq., 360-68.</p>	<p>Finley and Prize claim that Pemex's conduct in connection with the 821 Contract violates the NAFTA.</p> <p>Specifically, Claimants contend that (1) rescinding the 821 Contract and proceeding to call on the US\$ 41 million performance bond and (2) Pemex's interference with Finley and Drake-Mesa's lawsuit challenging the rescission of the 821 Contract constitute arbitrary, discriminatory, and unreasonable conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>Accordingly, documents about Pemex's decision to rescind the 821 Contract and proceed to issue the draft finiquitos and call on the US\$ 41.8 million performance</p>			

	<p>C. Drafts of the finiquitos Pemex sent to Finley and Drake-Mesa.</p> <p>D. Pemex’s internal communications about the drafts of the finiquitos sent to Finley and Drake-Mesa.</p> <p>E. Pemex’s decision to call on the US\$ 41.8 million performance bond (first in September 2017 and again in December 2021).</p> <p>F. Pemex’s efforts to deliver the draft finiquitos to Claimants, including all instructions and reports.</p> <p>G. Internal communications related to Pemex’s efforts to call on the US\$ 41.8 million performance bond.</p> <p>The time period for this Request ranges from approximately April 2016 (when Finley and Prize sued Pemex under the 821 Contract and Pemex said that it would not be paying them anything further so long as the lawsuit remained pending) to approximately the present (Pemex has continued</p>		<p>bond are directly relevant and material to Finley and Prize’s claims.</p>			
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		trying to call on the US\$ 41.8 million performance bond).					
12.	Claimants	<p>Claimants request <i>ex parte</i> communications between Pemex and Mexico’s court system (including both civil and administrative courts) regarding the following cases:</p> <p>A. MWS and Bisell’s lawsuit commenced on October 13, 2015 in the District Court in Veracruz related to Pemex’s breaches of the 803 Contract.</p> <p>B. MWS and Bisell’s lawsuit commenced on December 8, 2015 in the District Court in Veracruz related to Pemex’s breaches of the 804 Contract.</p> <p>C. MWS and Bisell’s administrative claim in the Federal Court of Administrative Justice commenced on March 5, 2019 related to Pemex’s breaches of the 804 Contract.</p> <p>D. Finley and Drake-Mesa’s lawsuit commenced on April 29, 2016 in the District Court in Mexico City related to</p>	Statement of Claim, ¶¶ 216 et seq., 376-78.	<p>MWS and Prize claim that the nearly six-year delays in Mexico’s court system in the lawsuit related to the 803 and 804 Contracts constitutes a denial of justice in breach of USMCA Article 14.6 (Minimum Standard of Treatment). Pemex — due to its conduct during these lawsuits — shares responsibility with Mexico’s court system for the delays.</p> <p>Similarly, Finley and Prize claim that Pemex’s interference with Finley and Drake-Mesa’s lawsuit challenging the rescission of the 821 Contract constitutes arbitrary, discriminatory, and unreasonable conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>Finley and Prize further contend that the decision of Mexico’s court system to uphold the rescission of the 821 Contract constitutes a denial of justice in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p>			

		<p>Pemex's breaches of the 821 Contract.</p> <p>E. Finley and Drake-Mesa's administrative claim before the Federal Court of Administrative Justice commenced on September 4, 2017 related to Pemex's rescission of the 821 Contract.</p> <p>In addition to external communications between Pemex and the courts in the above-mentioned cases, this Request also includes internal communications exchanged within Pemex (1) about initiating communications with the courts in the above-mentioned cases, and (2) reflecting the substance of any communications with the courts in the above-mentioned cases.</p> <p>This Request does not include court filings that are publicly available on the courts' dockets.</p> <p>The time period for this Request ranges from approximately April 2016 (when Finley and Prize sued Pemex under the 821) to</p>		<p>Accordingly, documents reflecting Pemex's communications with Mexico's court system are directly relevant and material to Claimants' claims.</p>			
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		approximately March 2021 (when Claimants’ instructed their attorneys in Mexico to dismiss the lawsuits).					
13.	Claimants	<p>Luis Kernion has testified that he received a phone call from a former Pemex attorney named Rob Keoseyan. Mr. Keoseyan told him that Finley and Prize’s lawsuit against Pemex under the 821 Contract was one of Pemex’s top three legal priorities. According to Mr. Keoseyan, this was because of the high value of the 821 Contract (US\$ 418 million). Mr. Keoseyan further stated that Pemex had appointed a special representative to help “end” the lawsuit so that Pemex could proceed with calling on the US\$ 41.8 million bond. Finally, Mr. Keoseyan stated that Pemex’s representative appointed to “end” Finley and Drake-Mesa’s challenge to the administrative rescission had met with the judge and the judge told Pemex’s representative that he was going to decide in Pemex’s favor.</p> <p>Claimants request the following:</p>	Statement of Claim, ¶¶ 216 et seq., 376-78.	<p>Finley and Prize claim that Pemex’s interference with Finley and Drake-Mesa’s lawsuit challenging the rescission of the 821 Contract constitutes arbitrary, discriminatory, and unreasonable conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>Accordingly, documents reflecting Pemex’s efforts to influence the court deciding Finley and Drake-Mesa’s challenge to Pemex’s rescission of the 821 Contract and, specifically, all communications with Rob Keoseyan regarding the 821 Contract and Pemex’s <i>ex parte</i> communications with the court, are directly relevant and material to Finley and Prize’s claims.</p>			

		<p>A. Pemex's internal communications about appointing a special representative to oversee the administrative action related to Pemex's rescission of the 821 Contract.</p> <p>B. Presentations and minutes of Pemex's board of directors or PEP's executive management meeting reflecting Pemex's rescission of the 821 Contract, Claimants' litigation in response, and Pemex's subsequent decision to pursue Claimants' US\$ 41.8 performance bond.</p> <p>C. Pemex's external communications with any third party (including Rob Keoseyan) about (1) appointing a special representative to oversee the administrative action related to Pemex's rescission of the 821 Contract, and (2) Claimants' lawsuit against Pemex regarding Pemex's rescission of the 821 Contract.</p>					
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		<p>D. Pemex’s internal communications regarding <i>ex parte</i> communications with the court in the administrative action related to Pemex’s rescission of the 821 Contract.</p> <p>E. Pemex’s external communications with any third party (including Rob Keoseyan) regarding <i>ex parte</i> communications with the court in the administrative action related to Pemex’s rescission of the 821 Contract.</p> <p>F. Pemex’s communications with Rob Keoseyan regarding (1) the 821 Contract, and (2) Claimants’ lawsuit against Pemex regarding Pemex’s rescission of the 821 Contract.</p> <p>The time period for this Request is approximately September 2017 (when Finley and Prize initiated the lawsuit) to October 2018 (when the court upheld the rescission of the 821 Contract).</p>					
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14.	Claimants	<p>Internal communications within Pemex regarding appointing a representative to communicate with the court (or coordinate the communication with the court) regarding Finley and Drake-Mesa's administrative claim before the Federal Court of Administrative Justice commenced on September 4, 2017 related to Pemex's rescission of the 821 Contract.</p> <p>The time period for this Request ranges from approximately September 2017 (when Finley and Prize sued Pemex in administrative court under the 821 Contract) to approximately October 2018 (when the administrative court upheld Pemex's rescission).</p>	Statement of Claim, ¶¶ 216 et seq., 376-78.	<p>Finley and Prize contend that Pemex's interference with Finley and Drake-Mesa's lawsuit challenging the rescission of the 821 Contract constitutes arbitrary and unreasonable conduct in breach of NAFTA Article 1105 (Minimum Standard of Treatment).</p> <p>Accordingly, documents reflecting Pemex's efforts to influence the court deciding Finley and Drake-Mesa's challenge to Pemex's rescission of the 821 Contract are directly relevant and material to Finley and Prize's claims in this arbitration.</p>			
15.	Claimants	<p>Pemex entered into Contract No. 424043809 with two Mexican oilfield services companies: Integradora de Perforaciones y Servicios, S.A. de C.V. and Zapata Internacional, S.A. de C.V.</p> <p>Based on public information, it appears that the 809 Contract is very similar to Claimants' contracts with Pemex. It is dated</p>	Statement of Claim, ¶¶ 223-26, 327-31.	<p>Claimants contend that Pemex compromised with similarly-situated oilfield services companies owned by Mexican nationals under Contract No. 424043809 and paid them.</p> <p>Mexico did not treat Claimants similarly. Instead, with respect to the 803 and 804 Contracts, Pemex forced MWS and Bisell to litigate</p>			

		<p>March 1, 2013, which is just 20 days before Claimants signed the 804 Contract. Pemex was supposed to request US\$ 24 million of work from Integradora and Zapata for them to perform oilfield services in Chicontepec. Like with Claimants' contracts, Pemex fell short of its obligation and requested only approximately US\$ 9 million in work. However, Pemex apparently compromised with these companies and paid them (C-0062, Acta Circunstanciada (April 9, 2018)).</p> <p>Claimants request the following documents:</p> <p>A. Contract No. 424043809.</p> <p>B. Pemex's administrative file for Contract No. 424043809.</p> <p>C. Pemex's internal communications related to its decision to compromise with Integradora de Perforaciones y Servicios, S.A. de C.V. and Zapata Internacional, S.A. de C.V. and pay them.</p> <p>D. Pemex's external communications with</p>		<p>with Pemex for nearly six years in Mexico's court system without a substantive decision. For the 821 Contract, Pemex employed a scheme to rescind the contract and call on the US\$ 41.8 million bond and then forced Finley and Drake-Mesa to litigate for years only to have Mexico's court system uphold the rescission on indefensible grounds.</p> <p>Claimants contend this conduct violates (a) the National Treatment standards under NAFTA Article 1102 and USMCA Article 14.4 and (b) the Minimum Standard of Treatment standards under NAFTA Article 1105 and USMCA Article 14.6.</p> <p>Accordingly, documents related to Pemex's compromises with oilfield services companies owned by Mexican nationals under Contract No. 424043809 are directly relevant and material to Finley and Prize's claims in this arbitration.</p> <p>Claimants have tried to obtain this information on their own. Claimants submitted a request for information about Pemex's compromise under the 809</p>			
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		<p>Integradora de Perforaciones y Servicios, S.A. de C.V. and Zapata Internacional, S.A. de C.V. related to its compromise with these companies.</p> <p>The time period for this Request ranges from approximately March 2013 (when Pemex entered into the 809 Contract) to approximately April 2018 (when Pemex entered into the “Acta Circunstanciada” memorializing the compromise with these companies).</p> <p>In addition, the Acta de Circunstancia references communications regarding a pricing determination of US\$42,167/day for when Pemex did not issue work orders under the Contract No. 424043809.</p> <p>Claimants request the following documents related to this pricing determination from Pemex:</p> <p>E. PEP-DG-SSE-GSIAP-CSIAPZN-168-2018 dated March 22, 2018;</p>		<p>Contract in accordance with Mexico’s transparency law. Claimants’ request was denied. Apparently, Mexico contends that this information is now confidential, as Pemex is a wholly owned instrumentality of the State, and cannot be disclosed to Claimants because of this arbitration.</p>			
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		<p>F. DCAP-DOPA-CDRPC-GIC-SPR-421-2018 dated April 3, 2018; and</p> <p>G. DCAS-DOPA-CDRPC-GIC-SPR-422-2018 dated April 3, 2018.</p>					
16.	Claimants	<p>Claimants request documents and communications related to and reflecting any compromises by Pemex with oilfield services companies owned by Mexican nationals that were performing work in Chictontepec between 2012 and 2021 (other than Integradora de Perforaciones y Servicios, S.A. de C.V. and Zapata Internacional, S.A. de C.V.).</p> <p>In particular, if Pemex entered into any such compromises with oilfield services companies owned by Mexican nationals, Claimants request:</p> <p>A. Pemex’s underlying contracts with those companies.</p> <p>B. Pemex’s administrative file for those contracts.</p>	Statement of Claim, ¶¶ 223-26, 327-31.	<p>Claimants contend that Pemex compromised with similarly-situated oilfield services companies owned by Mexican nationals under Contract No. 424043809 and paid them.</p> <p>Mexico did not treat Claimants similarly. Instead, with respect to the 803 and 804 Contracts, Pemex forced MWS and Bisell to litigate with Pemex for nearly six years in Mexico’s court system without a substantive decision. For the 821 Contract, Pemex employed a scheme to rescind the contract and call on the US\$ 41.8 million bond and then forced Finley and Drake-Mesa to litigate for years only to have Mexico’s court system uphold the rescission on indefensible grounds.</p> <p>Claimants contend this conduct violates (a) the National Treatment standards under NAFTA Article</p>			

		<p>C. Pemex's internal communications related to the compromise.</p> <p>D. Pemex's external communications with the companies with which Pemex compromised.</p>		<p>1102 and USMCA Article 14.4 and (b) the Minimum Standard of Treatment standards under NAFTA Article 1105 and USMCA Article 14.6.</p> <p>Claimants believe that Pemex entered into similar compromises with other oilfield services companies owned by Mexican nationals (in addition to Integradora de Perforaciones y Servicios, S.A. de C.V. and Zapata Internacional, S.A. de C.V.).</p> <p>Accordingly, documents related to Pemex's compromise with oilfield services companies owned by Mexican nationals (other than Integradora de Perforaciones y Servicios, S.A. de C.V. and Zapata Internacional, S.A. de C.V.) are directly relevant and material to Claimants' claims in this arbitration.</p> <p>Claimants have tried to obtain information related to Pemex's compromise with oilfield services companies owned by Mexican nationals (in addition to Integradora de Perforaciones y Servicios, S.A. de C.V. and Zapata Internacional, S.A. de C.V.) on</p>			
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				<p>their own. Claimants submitted a request for information about Pemex's compromises in accordance with Mexico's transparency law. Claimants' request was denied. Apparently, Mexico contends that this information is now confidential, as Pemex is a wholly owned instrumentality of the State, and cannot be disclosed to Claimants because of this arbitration.</p>			
17.	Claimants	<p>Pemex officials made at least two visits to Finley and MWS's offices in Fort Worth to promote investing in Mexico.</p> <p>Claimants request Pemex's internal communications about these meetings. This Request includes communications about (1) the meeting that took place on or around February 14, 2012 and (2) the meeting that took place on or around October 27, 2012.</p> <p>The time period for this Request ranges from approximately early 2012 (when MWS and Bisell entered into the 803 Contract) to approximately early 2014 (when Finley and Drake-Mesa entered into the 821 Contract).</p>	Statement of Claim, ¶¶ 82, 88.	<p>Claimants claim that Pemex made representations about how Claimants would be treated in Mexico. Among other representations, Pemex repeatedly told Claimants that it would treat them fairly and that "Pemex pays, Pemex pays."</p> <p>Pemex's representations resulted in Claimants having legitimate investment-backed expectations about how they would be treated when they established and expanded their investments in Mexico. Claimants contend that Pemex's conduct did not comport with its representations and was contrary to Claimants' legitimate expectations in violation of NAFTA Article 1105 (Minimum</p>			

				Standard of Treatment) and USMCA Article 14.6 (Minimum Standard of Treatment). Accordingly, documents related to Pemex's representations to Claimants are directly relevant and material to Claimants' claims in this arbitration.			
18.	Claimants	<p>Pemex officials had numerous communications with Claimants about their initial investments in Mexico to perform under the 803 Contract and, later, expanding their investments in Mexico to perform work under the 804 and 821 Contracts.</p> <p>Claimants request Pemex's internal communications related to:</p> <p>A. Claimants' initial investments in Mexico to perform under the 803 Contract.</p> <p>B. Claimants' later investments in Mexico to perform work under the 804 and 821 Contracts.</p>	Statement of Claim, ¶¶ 81 et seq.	<p>Claimants claim that Pemex made representations about how Claimants would be treated in Mexico. Among other representations, Pemex repeatedly told Claimants that it would treat them fairly and that "Pemex pays, Pemex pays."</p> <p>Pemex's representations resulted in Claimants having legitimate investment-backed expectations about how they would be treated when they established and expanded their investments in Mexico. Claimants contend that Pemex's conduct did not comport with its representations and was contrary to Claimants' legitimate expectations in violation of NAFTA Article 1105 (Minimum Standard of Treatment) and USMCA Article 14.6 (Minimum Standard of Treatment).</p>			

		<p>C. Any communications with Claimants about investing in Mexico.</p> <p>D. Any meetings with Claimants about investing in Mexico.</p> <p>For the avoidance of doubt, this Request includes communications to and from the following Pemex officials: (a) Juan José Suárez Coppel (Pemex’s CEO from 2009 to late 2012), (b) Emilio Lozoya (Pemex’s CEO from 2012 to 2016), (c) Fryolan Gracia (Pemex’s General Directorate Office), (d) Sergio Guaso (President of Finance and Administration at Pemex), (e) Carlos Morales Gil (Director General of PEP), (f) José López (led Pemex’s efforts to workover existing wells in Chicontepec), and (g) Plácido Gerardo Reyes Reza (Pemex Chicontepec manager).</p> <p>The time period for this Request ranges from approximately early 2012 (when MWS and Bisell entered into the 803 Contract) to approximately early 2014 (when</p>		<p>Moreover, under the NAFTA and the USMCA, Claimants must show they have qualifying “investments” in Mexico. Claimants have detailed their “investments” in the Statement of Claim. However, Mexico has already objected to the jurisdiction of this Tribunal, claiming that Claimants do not have a qualifying investment in Mexico. A few communications from Pemex officials to Claimants indicate that Pemex understood that Claimants were making “investments” in Mexico. Claimants expect that Pemex’s internal communications about Claimants’ activities in Mexico will confirm that Pemex knew Claimants had made “investments” in Mexico.</p> <p>Accordingly, documents related to (a) Pemex’s representations to Claimants and (b) Pemex’s appreciation that Claimants’ were making “investments” in Mexico are directly relevant and material to Claimants’ claims in this arbitration.</p>			
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		Finley and Drake-Mesa entered into the 821 Contract).					
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