CASO CPA Nº. 2019-47

EN EL CASO DE UN ARBITRAJE
ANTE UN TRIBUNAL CONSTITUIDO DE CONFORMIDAD CON
EL CONTRATO DE TRANSFERENCIA DE ACCIONES DE 23 DE OCTUBRE DE 1997 Y
EL CONTRATO DE GARANTÍA DE 21 DE NOVIEMBRE DE 1997

- y -

EL REGLAMENTO DE ARBITRAJE DE LA CNUDMI 2013

-entre-

1. THE RENCO GROUP, INC.
2. DOE RUN RESOURCES, CORP.

-y-

1. LA REPÚBLICA DEL PERÚ
2. ACTIVOS MINEROS S.A.C.

ORDEN PROCESAL NO. 8

El Tribunal Arbitral

Juez Bruno Simma (Árbitro Presidente)
Prof. Horacio Grigera Naón
Sr. J. Christopher Thomas QC

25 de agosto de 2022

1 Historia Procesal

1.1 Por acuerdo de las Partes, el arbitraje *Renco Group, Inc. c La República del Perú*, CPA Caso No. 2019-46 (el "**Caso del Tratado**") está siendo coordinado con *The Renco Group, Inc. y Doe Run Resources Corp. c. La República del Perú y Activos Mineros, S.A.C.*, Caso CPA No. 2019-47 (el "**Caso del Contrato**").

1.2 De conformidad con la Orden Procesal No.1, cada Parte podrá solicitar la exhibición de documentos de la otra Parte. De acuerdo con el Calendario Procesal establecido en la Orden Procesal No. 7 las Partes intercambiaron sus respectivas solicitudes para la exhibición de documentos seguido de las respuestas a las solicitudes de la otra Parte y sus réplicas a las objeciones de la otra Parte.

1.3 Mediante los respectivos correos electrónicos de fecha 3 de junio de 2022, las partes presentaron sus respectivas solicitudes de exhibición de documentos en forma de cronograma de Redfern.

1.4 Los Demandantes enviaron 8 solicitudes para el Caso del Tratado y 51 solicitudes para el Caso del Contrato en cronogramas de Redfern separados.

1.5 Los Demandados enviaron 28 solicitudes para el Caso del Tratado, 23 solicitudes para el Caso del Contrato y 3 solicitudes para ambos casos (en conjunto los "**Casos**") consolidados en un solo cronograma de Redfern.

1.6 Por acuerdo de las Partes y tal como consta en el párrafo 3.1 del Acta de Constitución, este arbitraje será conducido de acuerdo con el reglamento de Arbitraje de las Naciones Unidas para el Derecho Mercantil Internacional (revisado en 2010, con el nuevo artículo 1, párrafo 4, aprobado en 2013) (el "**Reglamento CNUDMI**").

1.7 El artículo 17(1) del Reglamento CNUDMI establece que "*Con sujeción a lo dispuesto en el presente Reglamento, el tribunal arbitral podrá dirigir el arbitraje del modo que considere apropiado, siempre que se trate a las partes con igualdad y que en cada etapa del procedimiento se dé a cada una de las partes una oportunidad razonable de hacer valer sus derechos*." Además, el artículo 27(3) establece que el Tribunal Arbitral "*En cualquier momento de las actuaciones, el tribunal arbitral podrá exigir, dentro del plazo que determine, que las partes presenten documentos u otras pruebas*."

1.8 Además, el párrafo 5.2 (d) de la Orden Procesal No. 1 establece que "[e]l Tribunal decidirá sobre cualquier solicitud presentada [producción de documentos] y, para ello, podrá referirse a las *Reglas de la IBA (International Bar Association) sobre Práctica de Prueba en el Arbitraje Internacional de 2010*."

1.9 Tras haber considerado las solicitudes, objeciones y réplicas de las Partes en los cronogramas de Redfern, las decisiones del Tribunal sobre cada una de las solicitudes quedan establecidas en los cronogramas de Redfern adjuntos a esta Orden Procesal como Anexo A (cronograma de Redfern de los Demandantes) y Anexo B (cronograma de Redfern de los Demandados).

2 Decisión

2.1 Se ordena a las Partes que entreguen los documentos indicados en los Anexos A y B de la presente Orden Procesal a más tardar el **15 de julio de 2022.**

2.2 Los Documentos producidos por las Partes en respuesta a esta Orden Procesal solo pasarán a formar parte del expediente si una Parte los presenta como medios de prueba en sus escritos de alegaciones o con la autorización del Tribunal después del intercambio de escritos.

2.3 Si una de las Partes hace valer un privilegio legal en relación a un documento particular o a una parte del mismo, como respuesta a una solicitud que ha sido aceptada por esa Parte u otorgada por el Tribunal, la Parte que reclama el privilegio deberá proporcionar un registro de los documentos sujetos a privilegio, indicando para cada documento la siguiente información:

(a) el autor(es);

(b) el destinatario(s), especificando cuales son los destinatarios directos y cuales estaban en copia;

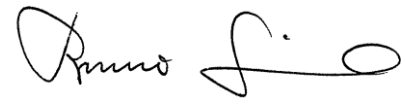
(c) el objeto del documento o la parte del mismo que se considera privilegiado;

(d) la fecha; y

(e) el fundamento sobre el que se alega el privilegio.

2.4 Si alguna de las Partes no entrega los documentos ordenados por el Tribunal, el Tribunal podrá hacer las inferencias que estime apropiadas en relación a los documentos no entregados.

Queda así ordenado por el Tribunal.



Juez Bruno Simma
(Árbitro Presidente)

En nombre y representación del Tribunal

Anexo A
Cronograma de Redfern de los Demandantes

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
1.	All documents, letters, emails, memoranda, and/or reports, used in preparation of, or referenced to in the creation of Metaloroya, including, but not limited to: (a) documents submitted to the Comité Especial de Promoción de la Inversión Privada-CEPRI N° 026-06 to take the decision to create Metaloroya on 6 May 1996; and (b) preparatory documents including the economic, legal and technical assessment of the decision to create a new company for the second sale.	Claimants explained that "the intent of the parties was to assign the risk of third party claims arising from Centromin's activities, and from actions attributable to Centromin, to Centromin itself – not to Metaloroya." (Memorial, ¶ 198) Respondents allege that the intent is not relevant because "what is declared in the contract corresponds to the common will of the parties [and it is unnecessary to] enter into dangerous forensic investigations aimed at unraveling what the parties would have wanted or thought, as opposed to what they have declared." (Varsi Expert Report-Contract, ¶ 4.41; Counter-Memorial, ¶¶ 447-449)		Respondents **object** to this request on the following grounds. **1) Overbroad** Claimants fail to seek "a narrow and specific requested category of Documents." (Article 3.3(b) of the IBA Rules). Rather than identifying a narrow and specific category of documents, Claimants seek "[*all*] documents." (emphasis added). Claimants fail to identify any authors or recipients, or even a general time-frame for the creation, transmission, revision, or finalization of the "[*all*] documents" requested. (emphasis added). This is clearly a fishing expedition. For instance, Claimants not only request *all* documents used in the preparation of the creation of Metaloroya, but also *all* documents merely "*referenced to* in the creation	Respondents' objections to Request No. 1 are unavailing for the following reasons. **1) Request No. 1 is narrow and specific** Contrary to Respondents' assertions that this Request is "clearly" a fishing expedition, Request No. 1 describes with reasonable specificity a narrow category of Documents that were "used in preparation of[] or referenced to" the particular event of Metaloroya's creation in September 1996 (SoC (Contract Case), ¶ 44). Claimants also provide examples of subcategories of Documents that would be responsive to this Request (i.e., documents submitted to the Comité Especial de Promoción de la Inversión Privada-CEPRI N° 026-06 to related to the decision to create Metaloroya on 6 May 1996). Contrary to their assertions that "Claimants' [sic] have made no	Request granted, limited to the documents submitted to the Comité Especial de Promoción de la Inversión Privada-CEPRI N° 026-06 to take the decision to create Metaloroya on 6 May 1996

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		Therefore, the documents requested are relevant and material to shed light on Peru's contemporaneous understanding of what the intent of Peru was when it decided to create Metaloroya. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		of Metaloroya." (emphasis added). Further, Claimants request emails, though email use was essentially inexistent in 1997. Claimants' have made no attempt to limit the scope of their request as directed by the IBA Rules. **2) Unreasonable Burden to Produce** Claimants seek an innumerable amount of documents created 25 years ago. Claimants' request would impose on Respondents an unreasonable burden to identify, collate, and produce the documents requested. (Article 9.2(c) of the IBA Rules). As explained above, other than stating that the requested documents are those used in the preparation for, or are referenced to, in the creation of Metaloroya, Claimants provide no other limiting factors to their request. Claimants fail to identify any authors or recipients, or even a general time-frame for the creation, transmission, revision, or finalization of the "[*all*] documents" requested. (emphasis	attempt to limit the scope of their request," Respondents should be able to identify Documents "used in preparation of, or referenced to" the specific event of the creation of *one company* with reasonable specificity. In addition, Respondents' objection to Request No. 1 on the basis that "email use was essentially nonexistent in 1997" is puzzling. It is obvious that Claimants request responsive emails to the extent they exist. If email use was "essentially nonexistent" in 1997, Respondents should be able to identify any relevant and material email with reasonable specificity. **2) It will not be an unreasonable burden for Respondents to produce responsive documents to Request No. 1** Respondents will not be unreasonably burdened by Request No. 1, in accordance with Articles 3.3(c) and 9.2(c) of the IBA Rules. As discussed above, Request No. 1 describes with reasonable specificity a narrow category of Documents that were "used	

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				added). Respondents would therefore be responsible for identifying, collating, and producing an unknown number of documents, of unknown origin and destination, unbound by any temporal scope. Given the overbroad nature of Claimants' request, the Tribunal should reject it as imposing on Respondents an unreasonable burden to identify, collate, and produce the documents requested. (Article 9.2(c) of the IBA Rules). **3) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome. (Articles 3.3(b) and 9.2(a) of the IBA Rules). Although Claimants state that the requested documents are relevant to Peru's intent *when creating Metaloroya*, Claimants do not explain why any intent regarding *the creation of Metaloroya* in 1996 is relevant to the case and material to its outcome.	in preparation of[] or referenced to" Metaloroya's creation. It would not be unreasonably burdensome for Respondents to identify and produce Documents related to the narrow and specific event of Metaloroya's creation. **3) Request No. 1 is relevant to the Contract Case and material to its outcome** Request No. 1 seeks Documents that are relevant to the Contract Case and material to its outcome, in accordance with Articles 3.3(b) and 9.2(a) of the IBA Rules. Claimants argued that the parties to the STA intended that the risk stemming from "third-party claims arising from Centromin's activities" and "actions attributable to Centromin" would be assigned "to Centromin itself – not to Metaloroya (or Renco or DRR)" (SoC (Contract Case), ¶ 198). Respondents disputed this, alleging that intent is not relevant (Varsi Expert Report-Contract, ¶ 4.41; Counter-Memorial, ¶¶ 447-449).	

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				Claimants suggest that the relevance and materiality of the documents requested involves the allocation of responsibility for third-party claims under the STA. That involves the interpretation of clauses 5 and 6 of the STA. Those clauses were *drafted and modified in 1997*, during a tender process *initiated in 1997*, and memorialized in a contract *executed on 23 October 1997*. Indeed, Claimants' theory is that they negotiated their coverage by clauses 5 and 6 between July and October of 1997. (Claimants' Contract Memorial, ¶¶ 181–82; Sadlowski Witness Statement, ¶¶ 19–22; Buckley Witness Statement, ¶¶ 8–12). Claimants cite to nothing that minimally suggests that any documents from 1996, used in the preparation of, *or referenced in*, the creation of Metaloroya, contain information relevant and material to the interpretation of clauses 5 and 6 of the STA.	At its core, the Contract Case is about Respondents' failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations (SoC (Contract Case), ¶ 14). The requested Documents go to the very heart of the Contract Case because the STA is an agreement for the transfer of Metaloroya's shares. Claimants' Request No. 1 seeks Documents regarding the creation of Metaloroya—an entity that Peru created to be the owner of the La Oroya Complex (SoC (Contract Case), ¶ 44). Despite Respondents' claim that Documents from 1996 would not be relevant or material, the requested Documents would show whether Peru intended that the risk associated with Centromin's activities and actions remain with Centromin upon Metaloroya's creation. Request No. 1 thus seeks Documents that are relevant to the Contract Case and material to its outcome.	

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2.	All documents, including letters, emails, memoranda, and/or reports, used to prepare the "White Paper - Fractional Privatization of Centromín, 1999" (**Exhibits C-012/C-104 Treaty Case**), including but not limited to the following: (a) Supreme Resolution No 102-92-PCM published on 21 February 1992; (b) CEPRI No 4-A-96 agreement at the session of 16 January 1996; (c) COPRI authorization at session on 17 April 1996 based on the operative units Official Notice No 921-96/DE/COPRI completed by CEPRI agreement No 26-96 of May 6, 1996.	Respondents refer multiple times in their Counter-Memorial (*see* ¶¶ 5, 59, 62, 65, 67, 96, 104) to the 1999 White Paper (**Exhibits C-12 and C-104 Treaty Case**). The 1999 White Paper, which Peru prepared, cites to a number of documents, which Peru also prepared, that are not part of the arbitration record. The requested documents are relevant and material to establish Peru's contemporaneous understanding of the different issues analyzed in the 1999 White Paper. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Respondents **object** to this request on the following grounds. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants fail to identify any specific issue addressed in the 1999 White Paper upon which Peru's "contemporaneous understanding" is relevant and material to the outcome of the present case. Claimants merely list paragraphs of the Counter-Memorial that cite the 1999 White Paper. These references address the following undisputed facts (Contract Case): At ¶ 5 Respondents state that: "[i]n 1922, a refinery complex and copper smelter were founded in La Oroya, an Andean Mountain community, by the U.S. Cerro de Pasco Corporation, which also built a lead smelter in 1928, and a zinc refinery in 1952	Respondents' objections to Request No. 2 are unavailing for the following reasons. **1) Request No. 2 is relevant to the Contract Case and material to its outcome.** Request No. 2 seeks Documents "used to prepare the 'White Paper-Fractional Privatization of Centromín, 1999'" at **Exhibit C-012/C-103**. As Claimants explained, Respondents referred to the 1999 White Paper multiple times in their papers. Respondents, however, suggest that the Documents responsive to Request No. 2 are not relevant and material because Respondents' Counter-Memorial cite the 1999 White Paper to support "undisputed facts." This misses the point. Respondents do not dispute that they have, in fact, relied on the 1999 White Paper in several instances in their Counter-Memorial. Claimants, on their parts, also relied on the White Paper in their Statement of Claim (*see*, *e.g.*, ¶¶ 1, 2, 24, 26, 27, 46, 56, 176). It is clear that the 1999 White Paper is a relevant and material source on which both	Request denied

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				('Facility')". This is not in dispute (see Contract Memorial, ¶ 18). At ¶ 59, Respondents state that "[t]the Facility is a refinery complex and copper smelter founded in La Oroya in 1922 by the U.S. Cerro de Pasco Corporation, which also built a lead smelter in 1928, and a zinc refinery in 1952." This is not in dispute (see Contract Memorial, ¶ 18). At ¶ 62, Respondents state that "the Facility had become one of the largest and most complex metal refining complexes in the western world." This is not in dispute (see Contract Memorial, ¶ 20). At ¶ 65, Respondents state that "Metaloroya [was created] to serve as an investment vehicle to own and operate the Facility." This is not in dispute (see Contract Memorial, ¶ 34). At ¶ 67, Respondents state that: "Peru made it clear, from the beginning, that while it had sought to create favorable conditions to attract buyers to Metaloroya, it had also	Parties relied to develop the factual record. It thus follows that the requested Documents underlying the 1999 White Paper, which will shed light on Peru's contemporaneous understanding of the issues discussed therein, would similarly be relevant to the Contract Case and material to its outcome. Moreover, Respondents allege at length in their Counter-Memorial that it is necessary to apply a "literal," "systematic," and "good faith" interpretation of documents (Counter-Mem. (Contract Case), § III.B). The requested Documents underlying the 1999 White Paper would be useful to apply the interpretation method that Respondents put forth. **2) Request No. 2 is narrow and specific** Contrary to Respondents' assertions that "Claimants have not provided a narrow and specific description of the category of requested documents," Request No. 2 describes with reasonable specificity a narrow category of Documents that were "used	

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				designed a privatization process aimed at ensuring that environmental protection objectives were met." This is not in dispute (see, for example, Contract Memorial, ¶ 46 and section titled "Peru's privatization efforts were hampered by its adoption of new environmental standards aimed at remediating decades of contamination"). At ¶ 96, Respondents state that: "[t]the Renco / DRRC consortium was pre-qualified, with five (5) other companies, to move forward with the bidding" and that "[t]he Public Auction was held on 14 April 1997. Three of the six pre-qualified companies submitted bids: (a) Servicios Industriales Peñoles S.A. de C.V. ("Industrias Peñoles"), from Mexico, offered USD 185 million; (b) Renco / DRRC consortium offered USD 121,521,329; and (c) Glencore International Ag. offered USD 85 million" (Contract Counter-Memorial, ¶ 96). This is not in dispute (see Contract Memorial, ¶ 52).	to prepare" a particular document—the 1999 White Paper. Claimants also provide examples of subcategories of Documents that would be responsive to this Request (i.e., CEPRI No 4-A-96 agreement at the session of 16 January 1996). Contrary to their assertions that "Claimants have made no attempt to limit the scope of their request," Respondents should be able to identify Documents "used to prepare" the 1999 White Paper with reasonable specificity. **3) Claimants' Possession, Custody or Control** Request No. 2 seeks Documents "including but not limited to" the examples provided. In other words, the scope of Request No. 2 extends beyond Supreme Resolution No 102-92-PCM published on 21 February 1992.	

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				At ¶ 104, Respondents state that Mr. Buckley, former President and General Manager of DRP "was primarily responsible for the due diligence and visited La Oroya before its acquisition." This is not in dispute (see Buckley Witness Statement. ¶¶ 8-10). Claimants have thus not identified a single issue in dispute to which the requested documents are relevant. The requested documents are thus not material to the outcome of the present case and the request must be rejected. **2) Overbroad** Claimants have not provided a narrow and specific description of the category of requested documents (Article 3.3(a) of the IBA Rules). Claimants request "All documents, including letters, emails, memoranda, and/or reports, used to prepare the 'White Paper - Fractional Privatization of Centromín, 1999.'" Claimants have made no effort to confine this request to a narrow and		

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				specific category of documents in Respondents' possession, custody or control, both with respect to the subject matter of documents and/or the timeframe during which they should have been issued. Respondents cannot be expected to bear the burden of searching for documents in an unspecified time frame, and in a broad category of documents. **3) The document responsive to request 2(a) is already in Claimants' possession, custody or control** The requested document is on the record as **Exhibit C-122**.		
3.	Annexes to the "White Paper – Metaloroya, S.A., 1997" (**Exhibit C-123 Treaty Case**)	Respondents refer multiple times in their Counter-Memorial (*see* ¶¶ 91, 94, 96) to pages in the 1997 White Paper (**Exhibit C-123 Treaty Case**, pp. 50, 51) that are supported by Annex 11 of the White Paper (*see* Exhibit C-123 Treaty Case, p. 52). However, the Annexes to the 1997 White		Despite Respondents' well-founded objections (found below) to this request, Respondents agree to undertake a reasonable search for documents responsive to this request, subject to legal privilege, confidentiality, or any other legal impediment. **1) Lack of Relevance and Materiality**	Claimants note that Respondents object to this Request but "agree to undertake a reasonable search for documents responsive to this request, subject to legal privilege, confidentiality, or any other legal impediment." Respondents' objections to Request No. 3, however, are unavailing for the following reasons.	No decision required

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		Paper, which Peru prepared, are not in the arbitration record. The requested documents are relevant and material because the 1997 White Paper, which Peru prepared and on which Respondents rely, is incomplete without its Annexes. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants request Respondents to produce "Annexes to the 'White Paper – Metaloroya, S.A., 1997'" because the Respondents rely on this document and it is "incomplete without its Annexes." This fails to meet the relevance and materiality threshold required by Articles 3.3(b) and 9.2(a) of the IBA Rules for the following reasons. First, Claimants provide a purported justification of the relevance and materiality of Annex 11 only. Claimants have made no effort to justify why the rest of the annexes to **Exhibit C-123** of the Treaty Case (**Exhibit C- 004** of the Contract Case) are relevant and material. Second, the proffered justification for producing Annex 11 is that "Respondents refer multiple times in their Counter-Memorial (see ¶¶ 91, 94, 96) to pages in the 1997 White	**1) Request No. 3 is relevant to the Contract Case and material to its outcome** Request No. 3 seeks "Annexes to the 'White Paper – Metaloroya, S.A., 1997'" at **Exhibit C-123** of the Treaty Case. As Claimants explained, Respondents referred to the 1999 White Paper multiple times in their papers. The 1999 White Paper, in turn, is supported by its Annexes. Indeed, Claimants explained that Respondents cite to several pages of the 1999 White Paper that refer to its Annex 11. Respondents, however, suggest that the requested Annexes are not relevant and material because Respondents' Counter-Memorial cite to Annex 11 to support "facts that do not seem to be at dispute." This misses the point. Respondents do not dispute that they do, in fact, relied on the 1999 White Paper in several instances in their Counter-Memorial. Claimants, on their parts, also relied on the White Paper in their Statement of Claim (*see*, *e.g.*, ¶¶ 1, 2, 24, 26, 27, 46, 56, 176). It is clear that the 1999 White Paper is a relevant	

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				Paper (**Exhibit C-123**, Treaty Case, pp. 50, 51) that are supported by Annex 11 of the White Paper (see **Exhibit C-123**, Treaty Case, p. 52). Claimants also cite **Exhibit C-123** several times in their Memorial (at ¶¶ 25, 26, 27, 41, 44, 45, 52, 57, 175 and 176) and the same pages Respondents cite (at ¶¶ 45 and 52) which are supported by Annex 11. Claimants never stated that the information contained in these pages was incomplete or lacked clarification. In fact, Parties cites these pages to support facts that do not seem to be at dispute. Respondents cite p. 50 of **Exhibit C-123** to state that "CEPRI provided the bidding terms and model contracts for the transfer of shares of Metaloroya to 30 bidders—including Renco and DRRC" (Contract Counter-Memorial, ¶ 91). Respondents also cite pp. 50 and 51 to state that "[t]he Renco / DRRC consortium was pre-qualified, with five (5) other companies, to move forward with the bidding" and that	and material source on which both Parties relied in developing the factual record. It thus follows that the requested Annexes to the 1999 White Paper would similarly be relevant to this case and material to its outcome. Further, Respondents do not dispute that the requested Annexes supporting the White Paper do, in fact, exist. By refusing to produce the exhibits to the White Paper, Respondents are effectively suggesting that the Tribunal and Claimants assume that the White Paper is sufficient to learn about the bidding process, despite the fact that there exists Annexes to the White Paper that would help the Tribunal better understand the circumstances around the bidding process.	

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				"[t]he Public Auction was held on 14 April 1997. Three of the six pre-qualified companies submitted bids: (a) Servicios Industriales Peñoles S.A. de C.V. ("Industrias Peñoles"), from Mexico, offered USD 185 million; (b) Renco / DRRC consortium offered USD 121,521,329; and (c) Glencore International Ag. offered USD 85 million" (Contract Counter-Memorial, ¶ 96). Claimants cite pp. 50-51 to state that "[o]n January 27, 1997, two weeks after the MEM approved the PAMA, the Special Privatization Committee announced International Public Tender No. PRI-16-97 and invited private investors to bid for Metaloroya, the company that owned the Complex" (Contract Memorial, ¶ 45). Claimants also cite p. 51 to state that "[t]he auction of the shares in Metaloroya, which owned the La Oroya Complex, took place on April 14, 1997. The bid initially was awarded to Peñoles, but Peñoles withdrew its bid on July 9, 1997		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				(forfeiting its bid bond)" (Contract Memorial, ¶ 52). It is therefore difficult to see how Annex 11 would be relevant and material to any substantive issue at dispute when Respondent's reliance on the 1999 White Paper is to support facts that are not at dispute between the Parties.		
4.	All documents, including letters, emails, memoranda, and/or reports, used to prepare the "White Paper – Metaloroya, S.A., 1997" (**Exhibit C-123, Treaty Case**), including but not limited to the following: (a) Legislative Decree No. 674, September 25, 1991 (b) Supreme Resolution No. 016 – 96 – PCM, January 18, 1996 (c) Supreme Resolution No. 018-97-PCM, January 23, 1997 (d) Official Notice No. 307/95/DE/COPR, February 6, 1995	As noted in Request No. 3 above, Respondents refer multiple times in their Counter-Memorial (*see* ¶¶ 71, 75, 91, 94, 96) to pages in the 1997 White Paper (**Exhibit C-123 Treaty Case**, pp. 8-9, 38-39, 50, 51). The 1997 White Paper, which Peru prepared, cites to a number of documents, which Peru also prepared, that are not part of the arbitration record. The requested documents are relevant and material to establish Peru's contemporaneous understanding of the different issues analyzed in the 1997 White Paper.		Respondents **object** to this request on the following grounds. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants fail to identify any specific issue addressed in the 1997 White Paper upon which Peru's "contemporaneous understanding" is relevant and material to the outcome of the present case. Claimants merely list paragraphs of the Counter-Memorial that cite the 1997 White Paper. These references	Respondents' objections to Request No. 4 are unavailing for the following reasons. **1) Request No. 4 is relevant to the Contract Case and material to its outcome** Request No. 4 seeks Documents "used to prepare the 'White Paper – Metaloroya, S.A., 1997'" at **Exhibit C-123**. As Claimants explained, Respondents referred to the 1999 White Paper multiple times in their papers. Respondents, however, suggested that the Documents responsive to Request No. 4 are not relevant and material because Respondents' Counter-Memorial cite the 1997 White Paper to support	Request denied

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	(e) Agreement No. 065-96, August 8, 1996 (f) CEPRI agreement No. 23-97, March 8, 1997 (g) CEPRI Agreement No. 72-99 and (h) Board of Directors Agreement No. 73-99 (i) CEPRI Agreement No. 04-A-96 from the Session of 16 January 1996 (j) CEPRI agreement No. 7-97, February 4, 1997 (k) CEPRI Agreement No. 55B-95 at session 40-95 (l) CEPRI Agreement 91-96 (m) Letter No. COP-001-97/21.09.01, January 7, 1997 (n) Official notice No. 199/97/DE/COPRI, January 7, 1997	The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		address the following undisputed facts (Contract Case): At ¶ 71, Respondents rely on the 1997 White Paper to assert that Centromín hired various external advisors to prepare the PAMA. This is not in dispute between the Parties (see, for example, ¶¶ 5 and 82 of the Contract Memorial) At ¶ 75, Respondents rely on the 1997 White Paper to assert that the PAMA included an estimated investment schedule that needed to be completed by 13 January 2007. This is not at dispute between the Parties. Claimants also cite the 1997 White Papers to support this fact at ¶ 38 of the Treaty Memorial. The comments made at Request No. 3 with respect to Respondents relying on the 1999 White Paper at ¶¶ 91, 94 and 96 apply *mutatis mutandi*s to this request. Claimants have thus not identified a single issue in dispute to which the requested documents are relevant. The requested documents are thus not material to the outcome of the	"undisputed facts." This misses the point. The 1997 White Paper is a relevant and material document on which Respondents relied extensively to develop their factual narrative. It thus follows that the requested Documents underlying the 1999 White Paper, which will shed light on Peru's contemporaneous understanding with respect to the issues discussed therein, would similarly be relevant to the Contract Case and material to its outcome. Moreover, Respondents allege at length in their Counter-Memorial that it is necessary to apply a "literal," "systematic," and "good faith" interpretation of documents (Counter-Mem. (Contract Case), § III.B). The requested Documents underlying the 1997 White Paper would be useful to apply the interpretation method that Respondents put forth. **2) Request No. 4 is narrow and specific** Contrary to Respondents' assertions that "Claimants have not provided a	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				present case and the request must be rejected. **2) Overbroad** Claimants have not provided a specific enough description of the category of requested documents (Article 3.3(a) of the IBA Rules). Claimants request "All documents, including letters, emails, memoranda, and/or reports, used to prepare the 'White Paper – Metaloroya, S.A., 1997'" Claimants have made no effort to confine this request to a narrow and specific category of documents in Respondents' possession, custody or control, both with respect to the subject matter of documents and/or the timeframe during which they should have been issued. Respondents cannot be expected to bear the burden of searching for documents in an unspecified time frame and in a broad category of documents. **3) The document responsive to request 4(b) is already in**	narrow and specific description of the category of requested documents," Request No. 2 describes with reasonable specificity a narrow category of Documents that were "used to prepare" a particular document—the 1997 White Paper. Claimants also provide examples of subcategories of Documents that would be responsive to this Request (i.e., Legislative Decree No. 674, September 25, 1991). Contrary to their assertions that "Claimants have made no attempt to limit the scope of their request," Respondents should be able to identify Documents "used to prepare" the 1997 White Paper with reasonable specificity. **3) Claimants' Possession, Custody or Control** Request No. 4 seeks Documents "including but not limited to" the examples provided. In other words, the scope of Request No. 4 extends beyond Supreme Resolution No. 016 – 96 – PCM, January 18, 1996.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				Claimants' possession, custody or control The requested document is on the record as **Exhibit R-183**.		
5.	The first tender document for the sale of Centromin, referred to in **Exhibit C-29**, as well as all documents, including letters, emails, memoranda, and/or reports, used to prepare this first tender document.	The parties disagree about the scope of Centromin's liability under the Stock Transfer Agreement. Claimants argue that "Centromin's assumption of liability for third-party damages and claims under Clauses 6.2 and 6.3 extends to anyone who could be sued by a third-party for damages falling within the scope of the assumption of liability" (**Memorial**, ¶ 166). On the other hand, Respondents allege that Centromin's assumption of liability only extends to DRP (**Counter-Memorial**, ¶ 493). The documents requested are relevant and material to shed light on Peru's contemporaneous understanding of the first tender.		Respondents **object** to this request on the following grounds. **1) Insufficient Description of the Requested Documents** Claimants fail to provide a description of the document they name the "first tender document" sufficient to identify it. Accordingly, they also fail to provide a description in sufficient detail of a narrow and specific requested category of documents. (Article 3.3(a) of the IBA Rules). Claimants allege that there is a "first tender document" identified in **Exhibit C-29** (which is a series of pages in a book by Edward Elgar titled, "Private Capital Flows and the Environment: Lessons from Latin America"). That description is vague and unclear, such that Respondents are unable to identify the document requested or the corresponding	Respondents' objections to Request No. 5 are unavailing for the following reasons. **1) Request No. 5 is narrow and specific** Respondents' assertions that "Claimants fail to provide a description of" the requested Document are misplaced. Claimants explained in paragraphs 25-26 of their Statement of Claim that "[i]n April 1994, Peru's Privatization Committee attempted to sell Centromin to private investors . . . Peru's first effort to privatize Centromin failed." It is clear that Claimants request the document that Peru tendered to prospective buyers of Centromin when Peru attempted to auction Centromin the first time. The conditions of this first tender is clearly described in **Exhibit C-29**: "A base price of US$340 million was finally decided upon, US$60 million of which would be payable in Peruvian external	Request denied

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		category of documents used in its preparation. There are multiple documents referenced or alluded to in Exhibit C-29. For instance, documents relating to the decision in 1992 to privatize Centromin, Peru's criticisms of certain news reports, and the proposal by the Group for the Analysis of Development. (**Exhibit C-29**, at 4). The first series of documents seemingly refer to documents created *during* the first tender process, but the latter two documents were seemingly created *after* the conclusion of the first tender process. Claimants continue their pattern of presenting vague statements to which Respondents are unable to fully respond. (*See* Respondents Counter-Memorial, ¶¶ 551, 615, 627–632, 633–641). The Tribunal should reject Claimants' request because they have failed to sufficiently identify the document requested, and thus the corresponding category of documents	debt certificates and the rest in cash. Any company interested in acquiring Centromín Perú would be required to commit an additional US$240 million over the purchase price in investments in the company over a period of 3 to 5 years. Another condition of sale was the Peruvian government's insistence that the company be sold as a single entity." It is thus disingenuous for Respondents to allege that they "are unable to identify the document requested or the corresponding category of documents used in its preparation." To the contrary, Respondents should be able to identify "[t]he first tender document" for the sale of one company—Centromin—and its related preparatory documents for one of two attempts of privatization with reasonable specificity. **2) Requested Documents are in Respondents' Possession, Custody or Control** Claimants explain above that Peru made an unsuccessful attempt to privatize Centromin in 1994. Respondents have not discussed—and thus have not disputed—this fact in	

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				used in its preparation. (Article 3.3(a) of the IBA Rules). **2) Requested Documents Are Not in Respondents' Possession, Custody, or Control** Insofar as Claimants request documents used in the preparation of the document referenced in **Exhibit C-29** created by the Group for the Analysis of Development, Claimants have not provided any "statement of the reasons why the [the] assume the Documents requested are in" Respondents' possession, custody, or control. (Article 3.3(c)(ii) of the IBA Rules). Claimants' generic statement of why they assume that documents are in Respondents' custody, possession, or control encompasses only State organs. (*See supra*, p. 2). But the Group for the Analysis of Development is a private, non-profit research center. (Website link). Claimants have not provided any reason—let alone a persuasive one—why they assume that Respondents are in control of documents used by	their Counter-Memorial (see generally § II.A). Claimants request "The first tender document for the sale of Centromin" and "all documents, including letters, emails, memoranda, and/or reports, *used to prepare this first tender document*" (emphasis added). The requested Documents used to prepare Respondents' first tender of Centromin would *have* to be in Respondents' possession, custody or control. To suggest otherwise—as Respondents do here—is entirely disingenuous. **3) Request No. 5 is relevant to the Contract Case and material to its outcome** Request No. 5 seeks "[t]he first tender document for the sale of Centromin" and "all documents, including letters, emails, memoranda, and/or reports, used to prepare this first tender document." As discussed above, Claimants explained in paragraphs 25-26 of their Statement of Claim that "In April 1994, Peru's Privatization Committee attempted to sell Centromin to private	

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				the Group for the Analysis of Development in the preparation of the document. **3) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek in this request (whatever their identity) are relevant to this case or material to its outcome. (Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants suggest that the relevance and materiality of the documents requested involves the allocation of responsibility for third-party claims under the STA. That involves the interpretation of clauses 5 and 6 of the STA. But, as Claimants fail to identify the documents they seek, they fail to present any cogent argument that the documents are relevant and material to the interpretation of clauses 5 and 6. Though Claimants propose that "[t]he documents requested are relevant and material to shed light on "Peru's contemporaneous understanding of *the first tender*," the	investors . . . Peru's first effort to privatize Centromin failed." Claimants have also alleged that "no foreign (or domestic) investor even submitted a bid to purchase Centromin, in part because the liability associated with environmental contamination claims was too great[.]" Relatedly, Claimants also asserted that following this first failed privatization attempt, "the Peruvian Government adopted a new privatization strategy," and that "Centromin itself (and not the prospective new investor) would retain the responsibility for remediating the contaminated soil in this area and liability for potential third-party claims relating to environmental contamination" (SoC (Contract Case), ¶ 46). Indeed, in negotiating the STA, the Renco Consortium "made it 'absolutely clear' that it would *not* purchase the Complex without Centromin retaining responsibility for any third-party claims related to the historical environmental contamination in and around the Complex, as well as contamination occurring during the	

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				STA was drafted, modified, and executed during the second tender process. (emphasis added). Claimants present no theory, evidence, or argument that any document related to the first tender process has *any* impact on the interpretation of clauses 5 and 6 of the STA. Further, there is nothing in Exhibit C-29 that suggests that any of the documents referenced therein has *any* relevance or is material to the interpretation of clauses 5 and 6 of the STA. In fact, the source discussing the first tender process in Exhibit C-29 is from 1995—two years before the initiation of the second tender process. (**Exhibit C-29**, p. 4). Simply, Claimants have failed to argue (let alone establish) that their request would produce any documents that are relevant to the case and material to its outcome. (Articles 3.3(b) and 9.2(a) of the IBA Rules).	term of the PAMA" (SoC (Contract Case), ¶ 53) (emphasis added). At its core, the Contract Case is about Respondents' failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations (SoC (Contract Case), ¶ 14). The requested Documents go to the very heart of the Contract Case, because Peru changed tactics and offered to private investors that Centromin itself would retain responsibility for remediation and third-party liability *following the first tender's failure*. Request No. 5 seeks Documents that would shed light on Peru's contemporaneous understanding of the first tender, and thus would be relevant to the Contract Case and material to its outcome.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
6.	All documents, including letters, emails, memoranda, and/or reports, used to prepare the "Bases and Model Contracts (Second Round), Centromín, 26 March 1997" (International Public Tender No. PRI-16-97), including but not limited to the following: (a) Bases approved by CEPRI in agreement No 3-97 Session No 1-97 of January 1997; (b) Bases approved by the COPRI on 21 January 1997 according to official notice No 242/97/DE/COPRI of 23 January 1997; (c) Two rounds of consultations and responses. Identifiable as: CPRI-116-97/21.09.01, GPRI-117-97/21.09.01 and GPRI-169-97/21.09.01.	Respondents refer multiple times in their Counter-Memorial (*see* ¶¶ 5, 89, 91, 94, 95, 485) to the Bidding Terms (Second Round) (**Exhibit R-187**). Moreover, as noted in Request No. 5 above, the parties disagree about the scope of Centromin's liability under the Stock Transfer Agreement. Finally, Claimants have argued that Clause 3 of the Model Contract provides that Metaloroya would assume liability for third-party environmental claims only in very specific circumstances (**Memorial**, ¶ 49). Therefore, the requested documents are relevant and material because they will shed light on Peru's contemporaneous understanding of its environmental obligations and of the representations it made to bidders. The requested documents are also relevant and material because they will assist		Respondents **object** to this request on the following grounds. **1) Overbroad** Claimants fail to seek "a narrow and specific requested category of Documents." (Article 3.3(b) of the IBA Rules). Rather than identify a narrow and specific category of documents, Claimants seek "[*all*] documents." (emphasis added). Claimants fail to identify any authors or recipients, or even a general time-frame for the creation, transmission, revision, or finalization of the "[*all*] documents" requested. (emphasis added). This is an inappropriate fishing expedition. **2) Identified Documents Are in Claimants' Possession, Custody, or Control** The specific documents that Claimants identify in (a), (b), and (c), are already in Claimants' possession, custody, or control. Claimants possess the Bases (bidding terms) (documents (a) and (b)). (**Exhibits R-167**, **R-187**). Claimants also	Respondents' objections to Request No. 6 are unavailing for the following reasons. **1) Request No. 6 is narrow and specific** Contrary to Respondents' assertions that this Request is "an inappropriate fishing expedition," Request No. 6 describes with reasonable specificity a narrow category of Documents that were "used to prepare" the particular "'Bases and Model Contracts (Second Round), Centromín, 26 March 1997' (International Public Tender No. PRI-16-97)" document at **Exhibit R-187** (the "Bidding Terms"). This document was created by the Peruvian Government, and thus Respondents should be able to identify Documents "used to prepare" this particular Bidding Terms document with reasonable specificity. **1) Claimants' Possession, Custody or Control** Request No. 6 seeks Documents "including but not limited to" the examples provided. For instance, Agreement No. 3-97 Session No 1-97	Request denied

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		in the interpretation of the Bases and Model Contracts. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		possess both rounds of consultations and responses. (**Exhibits C-130** and **C-131**). Accordingly, the Tribunal should reject Request No. 6(a), (b), and (c) for failing to substantively comply with Article 3.3(c)(i) of the IBA Rules. **3) Unreasonable Burden to Produce** Claimants seek an innumerable amount of documents created 25 years ago. Claimants' request would impose on Respondents an unreasonable burden to identify, collate, and produce the documents requested. (Article 9.2(c) of the IBA Rules). As explained above, other than stating that the documents relate to the preparation of the "Bases and Model Contracts (Second Round), Centromín, 26 March 1997," Claimants provide no other limiting factors to their request. Claimants fail to identify any authors or recipients, or even a general time-frame for the creation, transmission, revision, or finalization of the "[*all*]	of January 1997 and Notice 242/97/DE/COPRI of 23 January 1997 (corresponding to sub-requests 6(a) and 6(b)) would be responsive to Request No. 6, and are not in Claimants' possession, custody or control. Claimants note Respondents' confirmation that the two rounds of consultations and responses, identifiable as (i) CPRI-116-97/21.09.01, and (ii) GPRI-117-97/21.09.01 and GPRI-169-97/21.09.01, are **Exhibits C-130** and **C-131**. **2) It will not be an unreasonable burden for Respondents to produce responsive documents to Request No. 6** As discussed above, Request No. 6 describes with reasonable specificity a narrow category of Documents that the Peruvian Government used to prepare this particular Bidding Terms document. It would not be unreasonably burdensome for Respondents to identify and produce	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				documents" requested. (emphasis added). Respondents would therefore be responsible for identifying, collating, and producing an unknown number of documents, of unknown origin and destination, unbound by any temporal scope. Given the overbroad nature of Claimants' request, the Tribunal should reject it as imposing on Respondents an unreasonable burden to identify, collate, and produce the documents requested. (Article 9.2(c) of the IBA Rules). **4) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome. (Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimant seek documents related to the preparation of the "Bases and Model Contracts (Second Round), Centromín, 26 March 1997." Claimants suggest that the relevance and materiality of the documents requested involves the allocation of	the narrow and specific category of Documents that were used to prepare this document. **3) Request No. 6 is relevant to the Contract Case and material to its outcome** Request No. 6 seeks Documents that were "used to prepare" the Bidding Terms document. Claimants argued that the parties to the STA intended that the risk stemming from "third-party claims arising from Centromin's activities" and "actions attributable to Centromin" would be assigned "to Centromin itself – not to Metaloroya (or Renco or DRR)" (SoC (Contract Case), ¶ 198). Claimants also alleged that Centromin confirmed during the bidding process that it would assume liability for third-party environmental claims (SoC (Contract Case), ¶ 47). At its core, the Contract Case is about Respondents' failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations (SoC (Contract Case), ¶ 14). The requested Documents would shed light	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				responsibility for third-party claims under the STA. That involves the interpretation of clauses 5 and 6 of the STA. Claimants cite to clause 3 of the Model STA. That is irrelevant and immaterial. The Model STA was not executed by the contracting parties. The STA, with clauses 5 and 6, was executed by the contracting parties. Instead, Claimants cite to nothing that even minimally suggests that any proportion of the potential mountain of documents they seek contains information relevant and material to the interpretation of clauses 5 and 6 of the STA. Accordingly, the Tribunal should reject Claimants' requet as irrelevant to this case and immaterial to its outcome. (Articles 3.3(b) and 9.2(a) of the IBA Rules).	on whether Centromin intended to assume liability for third-party environmental claims, which go to the heart of the Contract Case. Specifically, the requested Documents would show whether Peru intended that the risk associated with Centromin's activities and actions would remain with Centromin during the bidding process. Request No. 6 thus seeks Documents that are relevant to the Contract Case and material to its outcome.	
7.	All documents, including letters, emails, memoranda, and/or reports, used to prepare the "Offering Memorandum, La Oroya Metallurgical Complex, October	Respondent relies extensively on the Offering Memorandum (**Exhibit C-88**) (¶¶ 61, 64, 67, 70, 89, 94). The requested documents are relevant and material because		Respondents **object** to this request on the following grounds. **1) Lack of Relevance and Materiality**	Respondents' objections to Request No. 7 are unavailing for the following reasons.	Request denied

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	1996, prepared by the CS First Boston Macroinvest S.A."	they will shed light on Peru's contemporaneous understanding of the Offering Memorandum. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants argue that the requested documents are "relevant and material because they will shed light on Peru's contemporaneous understanding of the Offering Memorandum " The Offering Memorandum has 139 pages and contains: (a) an "Executive Summary"; (b) a "Business Description"; (c) "Financial Information"; and (d) an "Overview of Peru." Claimants have not identified any specific issue addressed in the Information Memorandum to which Peru's "contemporaneous understanding" is relevant and material. Claimants merely list six paragraphs of Respondents' Counter-Memorial citing the Offering Memorandum but do not explain why these facts would be controversial or are relevant and	**1) Request No. 7 is relevant to the Contract Case and material to its outcome** Request No. 7 seeks Documents that were "used to prepare" the "1996 Offering Memorandum" at **Exhibit C-117** (Treaty Case). Respondents explained that the Peruvian Government commissioned CS First Boston/Macroinvest to prepare the 1996 Offering Memorandum, which they provided to the prospective investors during the bidding process (*see* Counter-Mem. (Contract Case), ¶¶ 89, 94). Claimants argued that the parties to the STA intended that the risk stemming from "third-party claims arising from Centromin's activities" and "actions attributable to Centromin" would be assigned "to Centromin itself – not to Metaloroya (or Renco or DRR)" (SoC (Contract Case), ¶ 198). Claimants also alleged that Centromin confirmed during the bidding process that it would assume liability for third-party environmental claims (SoC (Contract Case), ¶ 47).	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				material to any substantive issue at dispute. **2) Overbroad** Claimants have not provided a narrow and specific description of the category of requested documents (Article 3.3(a) of the IBA Rules). Claimants request "All documents, including letters, emails, memoranda, and/or reports, used to prepare the 'Offering Memorandum, La Oroya Metallurgical Complex, October 1996, prepared by the CS First Boston Macroinvest S.A'." Claimants have made no effort to confine this request to a narrow and specific category of documents in Respondents' possession, custody or control, both with respect to the subject matter of documents and/or the timeframe during which they should have been issued. Respondents cannot be expected to bear the burden of searching for all documents used in the preparation of a document issued by a third party over 26 years ago.	At its core, the Contract Case is about Respondents' failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations (SoC (Contract Case), ¶ 14). The requested Documents would shed light on whether Centromin intended to assume liability for third-party environmental claims, which go to the heart of the Contract Case. Specifically, the requested Documents related to the Offering Memorandum, which the Peruvian Government commissioned and provided to the prospective investors during the bidding process (*see* Counter-Mem. (Contract Case), ¶¶ 89, 94), would show whether Respondents intended that the risk associated with Centromin's activities and actions would remain with Centromin when the Peruvian Government invited private investors to bid for Metaloroya in 1997. Request No. 7 thus seeks Documents that are relevant to the Contract Case and material to its outcome.	

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					2) Request No. 7 is narrow and specific Contrary to Respondents' assertions, Request No. 7 describes with reasonable specificity a narrow category of Documents that were "used to prepare" the 1996 Offering Memorandum. As discussed above, the Peruvian Government *commissioned* CS First Boston/Macroinvest to prepare the 1996 Offering Memorandum, which was provided to the prospective investors during the bidding process (Counter-Mem. (Contract Case), ¶¶ 89, 94). It thus follows that the Peruvian Government *provided* CS First Boston/Macroinvest the documents it needed to prepare the 1996 Offering Memorandum. It is disingenuous for Respondents to assert that they should not have to "bear the burden" of searching for responsive Documents "used in the preparation of a document issued by a *third party* over 26 years ago" when they themselves hired this third party to prepare the Document at issue. Moreover, that a Document was "issued . . . over 26 years ago" has no	

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					bearing on Peru's obligation to locate and produce. Contrary to their assertions, Respondents should be able to identify Documents used to prepare the Offering Memorandum with reasonable specificity.	
8.	All documents, including letters, emails, memoranda, and/or reports, used to prepare the "Contract of Stock Transfer between Empresa Minera del Centro del Peru S.A., Doe Run Peru S.R. Ltda., The Doe Run Resources Corporation, and The Renco Group, Inc., October 23, 1997"	The Parties disagree regarding the interpretation of the Stock Transfer Agreement (**Exhibit C-1**). Claimants argue that "the common intention of the parties was for Peru and Centromin to assume liability for third-party claims, and a good faith interpretation of the contracts would require Peru and/or Centromin to step in and defend DRP and any affiliates, or any other third-party exposed to liability for contamination from operations of the Complex" (**Memorial**, ¶ 173). On the other hand, Respondents allege that "Claimants are not STA Parties" and that the assumption of liability extends only to DRP (**Counter-Memorial**, § II.B.2.). The requested documents are relevant and material because		Respondents **object** to this request on the following grounds. **1) Overbroad** Claimants fail to seek "a narrow and specific requested category of Documents." (Article 3.3(b) of the IBA Rules). Rather than identify a narrow and specific category of documents, Claimants seek "[*all*] documents." (emphasis added). Claimants fail to identify any authors or recipients, or even a general time-frame for the creation, transmission, revision, or finalization of the "[*all*] documents" requested. (emphasis added). The Tribunal should reject Claimants' fishing expedition. **2 Unreasonable Burden to Produce**	Respondents' objections to Request No. 8 are unavailing for the following reasons. **1) Request No. 8 is narrow and specific** Contrary to Respondents' assertions that this Request is a "fishing expedition," Request No. 8 describes with reasonable specificity a narrow category of Documents that were used to prepare the STA—one of the key agreements giving rise to this dispute. Contrary to their assertions, Respondents should be able to identify Documents "used to prepare" the STA with reasonable specificity. **2) It will not be an unreasonable burden for Respondents to produce responsive documents to Request No. 8**	Request granted, limited to memoranda and Reports.

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		they will shed light on Respondents' contemporaneous understanding of its obligations under the Stock Transfer Agreement, as well as any analysis of those obligations that it may have carried out during the preparation of the agreement. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Claimants seek the production of an innumerable amount of documents from 25 years ago. Claimants' request would impose on Respondents an unreasonable burden to identify, collate, and produce the documents requested. (Article 9.2(c) of the IBA Rules). Other than stating that the documents requested are those used in the creation of the STA, Claimants provide no other limiting factors to their request. Claimants fail to identify any authors or recipients, or even a general time-frame for the creation, transmission, revision, or finalization of the "[*all*] documents" requested. (emphasis added). Respondents would therefore be responsible for identifying, collating, and producing an unknown number of documents, of unknown origin and destination, unbound by any temporal scope. Given the overbroad nature of Claimants' request, the Tribunal should reject it request as imposing on Respondents an unreasonable burden to identify, collate, and	As discussed above, Request No. 8 describes with reasonable specificity a narrow category of Documents that were "used to prepare" the STA—one of the agreements giving rise to this dispute. Contrary to Respondents' assertions that this Request is "unbound by any temporal scope," Request No. 8 seeks Documents related to the particular and crucial event of the negotiation and execution of the STA. It would not be unreasonably burdensome for Respondents to identify and produce Documents that were "used to prepare" the STA.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				produce the documents requested. (Article 9.2(c) of the IBA Rules).		
9.	All reports (*informes*), memoranda, "*oficios*," letters, emails, and other documents prepared by, and/or exchanged with, the Ministry of Energy and Mines, its subdivisions and/or any other Peruvian State entity as indicated in ¶ 2 above in connection with the preparation and enactment of Directorial Resolution No. 082-2000-EM/DGAA (**Exhibit C-017/R-277**).	On April 17, 2000, the Ministry of Energy and Mines passed a resolution (**Exhibit C-017/R-277**) deferring the schedule for Centromin's remediation work. The Claimants argue that Centromin's delay in complying with its obligations was due to its lack of financing, which is what Centromin's then head Jorge Merino Tafur, explained to DRP's then President Ken Buckley (**Memorial**, ¶¶ 107-108). Respondents, on the other hand, allege that it could not perform its remediation obligations until dioxide emissions were controlled (**Counter-Memorial**, ¶ 800). Therefore, the requested documents are relevant and material because they will shed light on the Ministry's contemporaneous intentions regarding the enactment of Directorial Resolution No. 082-		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (*see* Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants assert that "the requested documents are relevant and material because they will shed light on the Ministry's contemporaneous intentions regarding the enactment of Directorial Resolution No. 082-2000-EM/DGAA and its reasons for deferring Centromin's remediation obligations." The cited Directorial Resolution, however, clearly sets forth the MEM's reasons for deferring Centromín's PAMA Project No. 4. The MEM expressly found that it would be futile for Centromín to complete that project before DRP controlled the Facility's emissions, thus supporting	Respondents' objections to Request No. 9 are unavailing for the following reasons. **1) Request No. 9 is relevant to the Contract Case and material to its outcome** Claimants have alleged that when faced with the "pressure to begin work" on its remediation obligations, "Centromin requested that the MEM defer Centromin's remediation obligations and excuse its missed deadlines." (SoC, (Contract Case), ¶ 109). On April 17, 2000, the MEM granted Centromin's request that PAMA No. 4 be extended and modified" in Directorial Resolution No. 082-2000-EM/DGAA at **Exhibit C-017/R-277**. Claimants have also asserted that "The MEM's attempt to relieve Centromin and Peru of their obligation to remediate the contaminated soil was inconsistent with Centromin's obligation under Section 6.1 of the STA" (SoC (Contract Case), ¶ 110).	Request granted, limited to all reports (*informes*), memoranda, and "*oficios*", prepared by, and/or exchanged with, the Ministry of Energy and Mines and its subdivisions in connection with the preparation and enactment of Directorial Resolution No. 082-2000-EM/DGAA (**Exhibit C-017/R-277**).

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		2000-EM/DGAA and its reasons for deferring Centromin's remediation obligations. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Respondents' position in this case (**Exhibit R-277**, p. 4). Conversely, the resolution directly refutes Claimants' assertion that Centromín lacked the funds to complete its PAMA (an assertion for which Claimants provide no documentary support). The resolution notes that "Centromín has the foreseen funds to comply with the La Oroya PAMA" (**Exhibit R-277**, p. 5). Moreover, Respondents submitted a six-page MEM report (*informe*) that sets forth in detail the analysis that supported its decision to postpone Centromín's PAMA Project No. 4 (**Exhibit R-277**, pp. 3-8). Claimants have not justified why they need to review additional documents to "shed light" on an issue that is settled. Additionally, Respondents explained in their Counter Memorial that Centromin's completion of its PAMA is irrelevant to the Contract Case and immaterial to its outcome (Contract Counter Memorial, ¶¶ 785-809). *First*, Claimants misrepresent the content of Centromín's PAMA	Request No. 9, which seeks Documents "in connection with the preparation and enactment of Directorial Resolution No. 082-2000-EM/DGAA, are clearly relevant to the Contract Case and material to its outcome. It would be disingenuous to imply otherwise, as Respondents do here when they suggest what is "clearly" noted in the Directorial Resolution would sufficiently serve the purpose of "shed[ding] light on Respondent's contemporaneous discussions and intentions surrounding the enactment of Supreme Decree No. 075-2009-EM." A document that Peru publishes publicly cannot shed light into the true motives of Peru's enactment of Directorial Resolution No. 082-2000-EM/DGAA. Requested Documents, on the other hand, would serve this purpose. Respondents' assertions that "Centromin's completion of its PAMA is irrelevant to the Contract Case and immaterial to its outcome" are also unfounded. *First*, Respondents are mistaken that Claimants have "concocted"	

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				obligations. Claimants allege—with no factual basis—that Centromín's PAMA Project No. 4 required Centromín to remove lead and other contaminants from the soil (i.e., to "remediate" the soil). Project No. 4, however, contains no such requirement, but instead required Centromín to revegetate the areas affected by the Facility's emissions (Contract Counter Memorial, ¶ 788). The PAMA contains a detailed description of the revegetation project and makes no mention of the need to remove lead and other contaminants from the soil (Contract Counter Memorial, ¶ 788). Project No. 4's "Schedule of Investments" likewise does not include a line item for "remediating" the soil by removing lead and other contaminants (Contract Counter Memorial, ¶ 788). Moreover, the MEM and Centromín/Activos Mineros later designed a soil remediation program precisely because Centromín's PAMA did not include a remediation obligation (Contract Counter Memorial, ¶¶ 789-790). The distinction between	Respondents' soil remediation obligations "out of nothing." As Claimants explained in their Statement of Claim, Peru, Centromin, and later AMSAC, have "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246)). Dr. Bianchi opined in his expert report that "[t]he requirement for remediating impacts to soil from smelting operations was clearly understood as early as 1995, based on the PAMA Guideline" (Bianchi Report, at 98). Dr. Bianchi further describes in detail Centromin's remediation obligation in Section 7 of his Report. Respondents cannot now attempt to escape this obligation during this arbitration when they themselves have acknowledged it (Counter-Mem. (Contract Case), ¶ 100). *Second*, Respondents do not dispute that Centromin, and later AMSAC, had an ongoing obligation to remediate the soil under the STA (SoC (Contract Case), ¶ 246). Independent of any previous obligation that Peru had with its citizens to remediate the soil and	

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				remediation and revegetation is critical because Claimants' claim that Centromín's alleged failure to implement PAMA Project No. 4 caused the Missouri Litigations rests on the premise that the project required Centromín to remove lead from the soil. Claimants have concocted that premise out of nothing, and it cannot serve as the valid basis for a document request. *Second*, the question of whether Centromín completed its PAMA Project No. 4 is irrelevant to this case and immaterial to its outcome because the MEM transferred that project out of Centromín's PAMA due to DRP's delays in controlling the Facility's sulfur dioxide emissions (Contract Counter Memorial, ¶¶ 796-797). Sulfur dioxide kills vegetation, and the Facility's high emissions would have rendered any revegetation effort useless, as even Claimants' own expert admits (Contract Counter Memorial, ¶ 800). When Project No. 4 was transferred out of Centromín's PAMA, it ceased to become an	reduce the impact to the public health of residents of towns affected by the historical emissions from the CMLO, the soil remediation obligation in the STA was binding as of 23 October 1997 and was independent of obligations related to PAMA Project No. 4. Whether or not MEM (an arm of Peru) transferred a revegetation obligation (which Claimants assert also included soil remediation, as discussed above) out of the PAMA scope of Centromin (another arm of Peru) has no bearing on the fact that the STA *required* Centromin to remediate the soil. Further, while Respondents allege in their Counter-Memorial that Project No. 4 was transferred "to Centromín's obligations under the Facility's 'Closing Plan," Respondents make no attempt to explain what this "Closing Plan" is or submit it into the record (see Counter-Mem. (Contract Case), ¶ 797; Alegre Report, ¶ 111). Respondents' objections thus do not change the fact that the requested Documents regarding Directorial Resolution No. 082-2000-EM/DGAA are relevant to the Contract Case and	

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				obligation of Centromín's under the STA (Contract Counter Memorial, ¶ 800). This is because the STA specified that Centromín and Activos Mineros were obligated to implement "Centromín's PAMA according to its eventual amendments approved by the relevant authority and the legal requirements in force" (Exhibit R-001, Clause 6.1). Therefore, any document that sheds light on Centromín's completion of PAMA Project 4 is irrelevant to the present dispute and immaterial to its outcome. *Third*, Activos Mineros implemented the revegetation project and designed and implemented a soil remediation project (Contract Counter Memorial, ¶¶ 804-809). To the extent that Claimants seek to argue that Activos Mineros' efforts were ineffective, such an argument, even if successful, would fail to establish that Activos Mineros' revegetation and remediation projects are relevant to this case and material to its outcome. This is because the Missouri Plaintiffs have expressly limited their	material to its outcome, as Claimants explain above. *Third*, Claimants have alleged that Peru, Centromin, and later AMSAC, had an obligation to remediate soil in and around La Oroya under the STA (SoC (Contract Case), ¶ 246). As discussed above, Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶ 100). Contrary to Respondents' assertions that documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case, this remediation obligation is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with	

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				damages to the period that DRP operated the Facility (i.e. October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). Activos Mineros' revegetation and remediation projects took place entirely after June 2009 (Contract Counter Memorial, ¶ 809). Therefore, the question of whether Activos Mineros successfully completed those projects is not relevant or material. The above facts—which cannot be disputed—demonstrate that Claimants have failed to make a prima facie case regarding Centromín's revegetation obligation and Activos Mineros' remediation activities. All of Claimants' document requests related those issues are thus irrelevant to this case and immaterial to its outcome.	its soil remediation obligation under the STA. As discussed above, Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246)). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC, to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 106-107). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 119-128). Therefore, documents related to AMSAC's remediation activities in the vicinity of the CMLO, including those after June 2009, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's	

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					remediation has been insufficient and (ii) confirm that AMSAC's projects not only fail to constitute remediation under Peruvian guidelines, but also had no scientific basis and are inconsistent with engineering and regulatory practice.	
10.	Invitation Tender PRI-03-96 for Knight Piesold LLC and all documents, including letters, emails, memoranda, used in preparation thereof.	The Knight Piésold Report for Centromín (**Exhibit C-014**) was part of the documents provided to bidders in the bidding process and it discusses the significant environmental issues at La Oroya Complex in 1996 (**Memorial**, ¶¶ 33, 39). The requested document is relevant and material because it will shed light on the terms of reference that Peru set out for the Report and, consequently, the scope of the work to be done and any limitations. The requested documents are within Respondents' possession, custody, or control,		Respondents **object** to this request on the following grounds. **1) The document responsive to this request is already in Claimants' possession** The stated reason for this request is to "shed light on the terms of reference that Peru set out for the Report and, consequently, the scope of the work to be done and any limitations." The scope of work of the Report and its limitations are expressly set out in the Report itself (see **Exhibit C-014**, p. 5 ("1.1 Purpose") and p. 9 ("1.4. Disclaimer"). The document responsive to this request is therefore already in Claimants' possession and Claimants	Respondents' objections to Request No. 10 are unavailing for the following reasons. **1) Requested Documents are in Respondents' Possession, Custody or Control** Request No. 10 seeks the "Invitation Tender PRI-03-96 for Knight Piesold LLC and all documents, including letters, emails, memoranda, used in preparation thereof." Contrary to Respondents' assertions, Claimants do not possess the Invitation Tender or the documents "used in preparation thereof." Respondents refer to a few paragraphs at Sections 1.1 and 1.4 of the Report, discussing at a high level the Report's purpose ("[t]his report presents what	Request granted, limited to the Invitation Tender PRI-03-96 for Knight Piesold LLC.

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		and not within Claimants' possession, custody, or control.		do not put forward any reason that would justify further disclosure **2) Overbroad** Claimants have not requested a narrow and specific category of documents (Article 3(3)(a) of the IBA Rules). Claimants merely request "all documents, including letters, emails, memoranda, used in preparation" of the Invitation Tender PRI-03-96 or Knight Piésold LLC. This is an excessively broad formulation, which would require Peru to carry out unreasonably broad searches that will inevitably capture many documents that are irrelevant to the case, and immaterial to its outcome. **2) Lack of Relevance and Materiality** As stated above, the proffered justification for this Request 10 is to "shed light on the terms of reference that Peru set out for the Report and, consequently, the scope of the work to be done and any limitations" This explanation fails to meet the	Knight Piésold believes are the key environmental issues to be considered in preparing a suitable offering for the La Oroya Metallurgical Complex") and disclaimers ("No technical or engineering evaluations, stability analyses, geochemical investigations, or construction material sourcing were conducted as part of this assignment[.]"). Contrary to Respondents' allegations, these few paragraphs are insufficient to provide Claimants with the necessary insight into the "terms of reference that Peru set out for the Report" as well as the Report's limitations. On the other hand, the Requested Invitation Tender and related preparatory documents would serve that purpose. **2) Request No. 10 is relevant to the Contract Case and material to its outcome** Request No. 10 seeks the "Invitation Tender PRI-03-96 for Knight Piesold LLC and all documents, including letters, emails, memoranda, used in preparation thereof." The Peruvian government hired Knight Piésold to conduct an environmental review of	

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				relevance and materiality threshold required by Articles 3.3(b) and 9.2(a) of the IBA Rules. The Claimants fail to explain how the production of these documents, that would allegedly determine the scope and limitations of one of the many documents that were provided to bidders during the bidding process of the Complex, is relevant or material to any substantive issue in dispute. Claimants' request constitutes a fishing expedition conceived by the Claimants in the hope of coming across documents to be used against Peru in their claims.	the Facility, which was issued in 1996 and subsequently shared with prospective investors during the bidding process (SoC (Contract Case), ¶ 37; Counter-Mem. (Contract Case), ¶ 81). Claimants argued that the parties to the STA intended that the risk stemming from "third-party claims arising from Centromin's activities" and "actions attributable to Centromin" would be assigned "to Centromin itself – not to Metaloroya (or Renco or DRR)" (SoC (Contract Case), ¶ 198). Claimants also alleged that Centromin confirmed during the bidding process that it would assume liability for third-party environmental claims (SoC (Contract Case), ¶ 47). At its core, the Contract Case is about Respondents' failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations (SoC (Contract Case), ¶ 14). The requested Documents regarding the Knight Piésold Report on environmental issues with the Facility in 1996 would shed light on whether	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					Centromin intended to assume liability for third-party environmental claims, which goes to the heart of the Contract Case. Request No. 6 thus seeks Documents that are relevant to the Contract Case and material to its outcome.	
11.	The Ground Water International Study that Respondents refer to in paragraphs 806-807 of their Counter-Memorial	Respondents explain in their Counter-Memorial that it commissioned a study from Ground Water International to, inter alia, determine the extent of the area affected by the Facility's emissions (Counter-Memorial ¶ 806). Respondents then discuss the study's alleged findings (Counter-Memorial ¶ 807). However, Respondents did not submit the study with their Counter-Memorial, relying instead on a letter from Activos Mineros to the Ministry of the Environment (**Exhibit R-278**). Accordingly, the requested document is relevant and material to establish the accuracy of Respondents'		Respondents will produce the requested document.	Claimants note that Respondents have agreed to produce the requested document.	No decision required

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		characterization of the study. This study is also relevant and material because it purportedly makes findings on the Facility's emissions and apparently guided Respondents in the implementation of their revegetation and remediation obligations, which are issues in dispute between the Parties. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.				
12.	All documents, including letters, emails, memoranda, and/or reports, used to prepare the Ministry of Energy and Mines' "Report No. 056-2006-MEM-DGM-FMI/MA" from 19 January 2006, including but not limited to the following: (a) Report N° 068-99-EM/DGAAM/FM of September 23, 1999;	Respondents refer extensively to the Ministry of Energy and Mines' Report No. 056-2006-MEM-DGM-FMI/MA (**Exhibit R-149**) in their Counter-Memorial (*see* ¶¶ 100, 174, 177, 228, 236) to discuss DRP's alleged breaches of the PAMA. However, the exhibit that Respondents have submitted is incomplete because it references several documents		Respondents **object** to this request for the reasons explained below. **1) Requested Documents Are in Claimants' Possession, Custody, or Control** Claimants already possess all documents responsive to this request (Article 3.3(c) of the IBA Rules). Respondents reply to each of Claimants' requests in turn: (a) Report N° 068-99-EM/DGAAM/FM of	Respondents' objections to Request No. 12 are unavailing for the following reasons. **1) Requested Documents are in Respondents' Possession, Custody or Control** Claimants seek Documents "used to prepare the Ministry of Energy and Mines' "Report No. 056-2006-MEM-DGM-FMI/MA . . . *including but not limited to*" the listed examples (emphasis added). Respondents' objections do not change the fact that	Request denied

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	(b) Directorial Resolution N° 325-97 -EM/DGM of October 6, 1997; (c) Directorial Resolution N° 28-2002-EM/DGAA of January 25, 2002; (d) Appeal Nº 1215214 of December 18, 1998; (e) Report N° 732-2002-EM-DGM-DFM/MA; (f) Report N° 118-2003-EM-DGM-DFM/MA; (g) Report N° 302-2003-EM-DGMDFM/MA; (h) Appeal N° 1415082 of June 11, 2003; (i) Appeal N° 1415901 of June 16, 2003; (j) Resolution N° 124-2004-MEM-DGMN of April 13, 2004 ; (k) Report N° 194-2004-MEM-DGM-FMI/MA	that Respondents have not also included as exhibits. The requested documents are relevant and material because they constitute the basis of **Exhibit R-149**, and, accordingly, that exhibit is incomplete without these documents. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		September 23, 1999. This report served as the basis for Directorial Resolution No. 178-99-EM.DGM, which — like all Directorial Resolutions regulating an entity—was provided to DRP when it took effect (**Exhibit R-149**, ¶ 3.3). The report would have been attached as a supporting annex to the resolution. Claimants and Respondents have submitted several similar resolutions into the record, and each of them is accompanied by a supporting report (*see*, *e.g.*, **Exhibit C-091**; **Exhibit R-157**; **Exhibit R-158**; **Exhibit R-277**). (b) Directorial Resolution N° 325-97 -EM/DGM of October 6, 1997. This document—like all Directorial Resolutions regulating an entity—was provided to DRP when it	Respondents should have in their possession, custody or control the requested Documents used to prepare the report that was issued by MEM *including but not limited to* the examples provided.	

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	(l) Appeal N° 14 70945 of June 4, 2004; (m) Appeal N° 1486200 of August 23, 2004; (n) Appeal Nº 1507865 of January 3, 2005; (o) Report N° 185-2005-MEM-DGMFMIIMA of April 11, 2005; (p) Appeal N° 1537050 of May 26, 2005; (q) Appeal N° 1556870 of September 5, 2005; (r) Ministerial Resolution N° 011-96-EMNMM; (s) Ministerial Resolution N° 315-96-EMNMM; (t) Appeal N° 1524798 of April 1, 2005; (u) Appeal N° 1418807 of July 7, 2003			took effect (**Exhibit R-149**, ¶ 1.2); (c) Directorial Resolution N° 28-2002-EM/DGAA of January 25, 2002. Respondents submitted this document into the record as **Exhibit R-157**; (d) Appeal Nº 1215214 of December 18, 1998. DRP itself submitted this document to the MEM (**Exhibit R-149**, ¶ 3.3); (e) Report N° 732-2002-EM-DGM-DFM/MA. This report served as the basis for the Resolution dated 11 December 2002, which was provided to DRP when it took effect (**Exhibit R-149**, ¶ 4.1). The report would have been attached as a supporting annex to the resolution. Claimants and Respondents have submitted several similar resolutions into the record, and each of them is accompanied by a		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				supporting report (*see, e.g.*, **Exhibit C-091**; **Exhibit R-157**; **Exhibit R-158**; **Exhibit R-277**); (f) Report N° 118-2003-EM-DGM-DFM/MA Report N° 732-2002-EM-DGM-DFM/MA. This report served as the basis for the Resolution dated 7 March 2003, which was provided to DRP when it took effect (**Exhibit R-149**, ¶ 4.1). The report would have been attached as a supporting annex to the resolution. Claimants and Respondents have submitted several similar resolutions into the record, and each of them is accompanied by a supporting report (*see, e.g.*, **Exhibit C-091**; **Exhibit R-157**; **Exhibit R-158**; **Exhibit R-277**).; (g) Report N° 302-2003-EM-DGMDFM/MA. Report N° 732-2002-EM-DGM-DFM/MA. This report		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				served as the basis for the Resolution dated 4 June 2003, which was provided to DRP when it took effect (**Exhibit R-149**, ¶ 4.2). The report would have been attached as a supporting annex to the resolution. Claimants and Respondents have submitted several similar resolutions into the record, and each of them is accompanied by a supporting report (*see, e.g.*, **Exhibit C-091**; **Exhibit R-157**; **Exhibit R-158**; **Exhibit R-277**); (h) Appeal N° 1415082 of June 11, 2003. DRP itself submitted this document to the MEM (**Exhibit R-149**, ¶ 4.2); (i) Appeal N° 1415901 of June 16, 2003. DRP itself submitted this document to the MEM (**Exhibit R-149**, ¶ 4.2);		

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				(j) Resolution N° 124-2004-MEM-DGMN of April 13, 2004. This resolution was provided to DRP when it took effect (**Exhibit R-149**, ¶ 4.4); (k) Report N° 194-2004-MEM-DGM-FMI/MA. Report N° 732-2002-EM-DGM-DFM/MA. This report served as the basis for the Resolution N° 124-2004-MEM-DGMN of April 13, 2004, which was provided to DRP when it took effect (**Exhibit R-149**, ¶ 4.4). The report would have been attached as a supporting annex to the resolution. Claimants and Respondents have submitted several similar resolutions into the record, and each of them is accompanied by a supporting report (*see, e.g.*, **Exhibit C-091**; **Exhibit R-157**; **Exhibit R-158**; **Exhibit R-277**).		

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				(l) Appeal N° 14 70945 of June 4, 2004. DRP itself submitted this document to the MEM (**Exhibit R-149**, ¶ 4.4); (m) Appeal N° 1486200 of August 23, 2004. This document is a quarterly audit of DRP's progress on its environmental progress, and DRP thus would have been provided this document when it was issued (**Exhibit R-149**, ¶ 4.5); (n) Appeal Nº 1507865 of January 3, 2005. This document is a quarterly audit of DRP's progress on its environmental progress, and DRP thus would have been provided this document when it was issued (**Exhibit R-149**, ¶ 4.6); (o) Report N° 185-2005-MEM-DGMFMIIMA of April 11, 2005. This report was		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				provided to DRP when it took effect (**Exhibit R-149**, ¶ 4.7); (p) Appeal N° 1537050 of May 26, 2005. DRP itself submitted this document to the MEM (**Exhibit R-149**, ¶ 4.8); (q) Appeal N° 1556870 of September 5, 2005. This document is a quarterly audit of DRP's progress on its environmental progress, and DRP thus would have been provided this document when it was issued (**Exhibit R-149**, ¶ 4.9); (r) Ministerial Resolution N° 011-96-EMNMM. Claimants submitted this document into the record as **Exhibit C-127**; (s) Ministerial Resolution N° 315-96-EMNMM. Claimants submitted this		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				document into the record as **Exhibit C-128**; (t) Appeal N° 1524798 of April 1, 2005. DRP itself submitted this document to the MEM (**Exhibit R-149**, ¶ V(3)); (u) Appeal N° 1418807 of July 7, 2003. DRP itself submitted this document to the MEM (**Exhibit R-149**, ¶ V(5)). Claimants indicate that their request "includ[es] but [is] not limited to" the documents listed above. Claimants provide no justification for their failure to identify the other documents cited in **Exhibit R-149** that they wish to request. Given that all of the documents that Claimants did identify are within Claimants' possession (some of which Claimants themselves submitted to the record), it is unreasonable to rely on Respondents to determine whether the other documents cited in **Exhibit R-149** are within Claimants' possession.		

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
13.	Informe 399-2010-MEM-DGM-DTM	A claim in this proceeding is that the failure of AMSAC and Peru to remediate contaminated soil, which was a result of decades of operation prior to DRP's operation of the Facility, contributed to exposure and injury alleged in the St. Louis litigation, for which the Claimant seeks indemnification under the STA (*see* Memorial § II.F). Respondent claims that the Facility's contemporaneous emissions were the primary human exposure pathway to lead, sulfur dioxide, and other contaminants (*see* Counter-Memorial ¶ 300). However, Hamilton (**Exhibit GBM-044**) noted that there was a significant probability that children living in all of the communities included in the GWI study, Paccha, La Oroya Antigua, La Oroya Nueva, Chulec, Marcavalle, and		Respondents **object** to this request for the reasons explained below. As a threshold matter, Claimants fail to identify the subject matter or substance of Informe 399-2010-MEM-DGM-DTM. This failure impairs Respondents' ability to evaluate whether Claimants' request is objectionable under the IBA Rules. **1) Lack of Relevance and Materiality** Respondents object to this request because Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (*see* Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants have not identified what information the requested document purports to contain. Rather, Claimants summarily conclude that the "requested document is relevant and material because it will support Dr. Bianchi's opinion that exposure to contaminated soil, which was a	Respondents' objections to Request No. 13 are unavailing for the following reasons. **1) Request No. 13 is relevant to the Contract Case and material to its outcome** Respondents' objection to the relevance and materiality of the requested Document is misplaced. The requested Document (a MEM report issued in 2010) was referenced in AMSAC's 2018 Annual Report that was identified by Dr. Bianchi after he submitted his Expert Report. According to this AMSAC Annual Report, this *Informe* approved the GWI Reports and the Intrinsik Risk assessment, (the subject of Request No. 11), which allowed AMSAC to begin remediation. Dr. Bianchi opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		Chucchis, would have BLLs greater than 10 µg/dL solely based on exposure to contaminated soils (*see* Bianchi p. 111). The requested document is relevant and material because it will support Dr. Bianchi's opinion that exposure to contaminated soil, which was a result of decades of operation prior to DRP's operation of the facility, is the driver for higher BLLs. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		result of decades of operation prior to DRP's operation of the facility, is the driver for higher BLLs." Claimants provide no reasoning to support this assertion. Claimants do not even describe the subject matter of the requested document, let alone how it would support Dr. Bianchi's opinion. Moreover, Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome.	Oroya (*see* Bianchi Report, at 111-120). Therefore, documents related to soil remediation in the vicinity of the CMLO are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	
14.	Directorial Resolution No. 152-2015-MEM-DGM-FMI/MA and all "*informes*" associated with this Resolution.	This is the Resolution that approved the Terms of Reference to prepare the Corrective Environmental Management Instrument (or *IGAC*, for its acronym in Spanish). The Peruvian government enacted Supreme Decree No. 003-2014-MINAM		Respondents **object** to this request on the following grounds. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or	Respondents' objections to Request No. 14 are unavailing for the following reasons. **1) Request No. 14 is relevant to the Contract Case and material to its outcome** Respondents' assertions that the requested IGAC documents are not	Request granted.

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		(**Exhibit GBM-055**) to allow operating facilities to come into compliance with updated air quality standards using an IGAC (*see* Bianchi p. 30). Ms. Proctor claims that DRP failed to implement and execute the PAMA projects in a timely manner (*see* Proctor p. 48). However, the timeline prescribed by the IGAC (**Exhibit GBM-038**) for implementation of improvement projects was significantly longer than the timeline that had been approved for DRP. The requested documents are relevant and material because they will provide comments and observations made by Peruvian regulatory agencies regarding the IGAC submitted for approval in 2015 (**Exhibit GBM-038**). The requested documents are within Respondents' possession, custody, or control,		material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants argue that the requested documents are relevant and material "because they will provide comments and observations made by Peruvian regulatory agencies regarding the [Corrective Environmental Management Instrument (IGAC)] submitted for approval in 2015." However, "comments and observations" made by Peruvian authorities on the 2015 IGAC are not material to any substantive issue at dispute. Claimants state that "the timeline prescribed by the IGAC [] for implementation of improvement projects was significantly longer than the timeline that had been approved for DRP" but neither the 2015 IGAC nor this allegedly more generous timeline, are the basis or a component of any of the Claimants' claims. In fact, the 2015 IGAC is not mentioned anywhere in the Claimants' Memorial. This alone shows that this Request No 14 lacks any relevance or materiality.	relevant or material are misplaced. The requested Directorial Resolution No. 152-2015-MEM-DGM/FMI/MA approved the Terms of Reference for the IGAC. Respondents' objections are unfounded, because they themselves have made a number of assertions against Claimants concerning the bankruptcy proceeding in their Counter-Memorial (see, e.g., Counter-Mem. (Contract Case), ¶ 167, 175, 179). Respondents cannot put forth factual allegations about the bankruptcy proceedings in their Counter-Memorial, and simultaneously claim that requested Documents with information of Peru's position and treatment of entities during the bankruptcy proceedings are not relevant to this Case or material to its outcome. **2) Request No. 14 is narrow and specific** Contrary to Respondents' assertions that Claimants "have not provided a specific enough description of the category of requested Documents," Request No. 14 is limited to documents associated with this specific Directorial	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		and not within Claimants' possession, custody, or control.		Claimants' request constitutes a "fishing expedition" conceived by the Claimants in the hope of coming across information in this document to be used against Respondents in their claims. **2) Overbroad** Claimants have not provided a specific enough description of the category of requested documents (Article 3.3(a) of the IBA Rules). Claimants request the "Directorial Resolution No. 152-2015-MEM-DGM-FMI/MA" and "all '*informes*' associated with [it]" Claimants have made no effort to confine this request to a narrow and specific category of documents in Respondents' possession, custody or control, both with respect to the subject matter of documents and/or the timeframe during which they should have been issued. Respondents cannot be expected to bear the burden of searching for documents in an unspecified time	Resolution, which is relevant to the Contract Case and material to its outcome. Therefore, Respondents should produce the requested documents to the extent that it remains within Respondents' possession.	

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				frame, and in a broad category of documents.		
15.	Informe 274-2004-EM-DGM-DFM/MA and all "*informes*" associated with this Resolution.	In 2003, the Peruvian Government conducted a special audit of Centromin's PAMA Project No. 4 (**Exhibit AA-054**). Per **Exhibit AA-054** (PDF p. 6), the representatives of CENTROMIN, MEM, and SVS Ingenieros and Golder Associates Brasil (collectively, SVS/Golder) met to discuss the findings of the audit conducted in June 2003. The requested document is relevant and material because it indicates that SVS/Golder's audit commissioned by MEM was not an independent study and that the party being audited had input into the findings and conclusions of the audit, and may provide additional information regarding CENTROMIN's performance pertaining to its PAMA Project No. 4 obligations.		Respondents **object** to this request for the reasons explained below. **1) Insufficient Description of Requested Documents** Claimants have failed to identify a sufficiently narrow and specific category of documents in their request (see Article 3.3(a)(ii) of the IBA Rules). Claimants request "all '*informes*' associated with this Resolution." It is unclear to what "Resolution" Claimants refer, given that their request does not reference a resolution at any other point. Respondents note that PDF p. 6 of **Exhibit AA-054** refers to Informe 274-2003-EM-DGM-DFM/MA, not Informe 274-2004-EM-DGM-DFM/MA (which is the document that Claimants request). **2) Overbroad** Claimants fail to identify the basis on which they believe that additional "*informes*" associated with "this Resolution" exist (Article 3(a)(ii) of	Respondents' objections to Request No. 15 are unavailing for the following reasons. **1) Request No. 15 Contains a Sufficient Description of Requested Documents** Respondents do not dispute that the requested Informe (274-2003-EM-DGM-DFM/MA) exists and is within Respondents' possession, custody, or control. Contrary to Respondents' assertions that "it is unclear to what 'Resolution' Claimants refer," it is clear that Claimants are referring to Informe 274-2003-EM-DGM-DFM/MA as referenced in **Exhibit AA-054**. **2) Request No. 15 is narrow and specific** Contrary to Respondents' assertions, Request No. 15 contains "a description in sufficient detail . . . of a narrow and specific requested category of Documents that are reasonably	Request granted, limited to the Informe 274-2003-EM-DGM-DFM/MA.

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		the IBA Rules). Their request is therefore overbroad. **3) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants provide no basis for their assertion that "SVS/Golder's audit commissioned by MEM was not an independent study and that the party being audited had input into the findings and conclusions of the audit." Claimants cite PDF p. 6 of **Exhibit AA-054**, which indicates only that the auditors met with representatives of Centromín (and not representatives of the MEM, as Claimants assert) to inform Centromín that the auditors had conducted and concluded their audit. The existence of such a meeting does not suggest that Centromín was allowed to influence the auditors' report.	believed to exist," which includes the requested Informe 273-2003-EM-DGM-DFM/MA and all related *informes*. Therefore, Respondents should produce the requested documents to the extent that they remain within Respondents' possession. **3) Request No. 15 is relevant to the Contract Case and material to its outcome** Respondents are mistaken that the requested Informe and related *informes* are not relevant to the Contract Case and material to its outcome. In fact, Respondents' expert, Dr. Alegre, cite to the final version of **Exhibit AA-054** (see Alegre Report, fn. 100). It follows that documents cited in **Exhibit AA-054** may contain relevant and material factual information regarding Centromin's performance of its PAMA Project No. 4 obligations, which is not included in the SVS Ingenieros Report at **Exhibit AA-054**. This additional, omitted information may provide insight as to the evolution of PAMA	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				Furthermore, Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome.	Project No. 4 and how Centromin directed its conclusions. Respondents allege that "Centromin's completion of its PAMA and remediation activities are irrelevant and immaterial." To the contrary, requested Documents will provide information on soil in and/ or around La Oroya. Documents related to soil conditions, and potentially the area requiring remediation in the vicinity of the CMLO, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	
16.	Informe No. 319-2003-EM-DGM-DFM/MA dated 12 June 2003	This report is referenced in **Exhibit AA-054** attached to Ms. Alegre's Expert Report. The requested document is relevant and material because it serves as a reference to the		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality**	Respondents' objections to Request No. 16 are unavailing for the following reasons.	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		evaluation of Centromin's implementation of PAMA Project No. 4. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants have not identified what information the requested document purports to contain. Rather, Claimants summarily conclude that the "requested document is relevant and material because it serves as a reference to the evaluation of Centromin's implementation of PAMA Project No. 4." The requested document, however, is dated 12 June 2003, a full 40 days before the auditors evaluated Centromin's implementation of PAMA Project No. 4. It is thus unclear how the request document would "serve as a reference" to that evaluation. Moreover, Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome.	**1) Request No. 16 is relevant to the Contract Case and material to its outcome** Respondents allege that the requested Document is not relevant to the Contract Case or material to its outcome. However, the requested Document provides the basis for a document that their expert, Dr. Alegre, cited in her Expert Report. Contrary to Respondents' assertions that "[i]t is unclear how the requested document would 'serve as a reference'" to Centromin's implementation of PAMA Project 4, the requested "*informe*" is described in **AA-054** as containing the terms of reference (i.e., the scope of work) of the Centromin's PAMA No. 4 audit) and would indicate whether Peru directed the focus away from the soil remediation component of PAMA Project No. 4. Respondents are similarly mistaken that Request No. 16 seeks Documents not relevant or material because "Centromin's completion of its PAMA and remediation activities are irrelevant and immaterial." To the	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					contrary, this document may provide information on soil in and/ or around La Oroya. Documents related to soil conditions, and potentially the area requiring remediation in the vicinity of the CMLO, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	
17.	Oficio No. 541-2003-EM/DGAA, dated 4 April 2003.	This Oficio is referenced in Conclusion 3.3 of Informe 144-2004-MEM-DGM-FMI/MA (**Exhibit AA-055**). The Oficio was issued by the Ministry of Energy of Mines to require CENTROMIN to address various commitments it made as part of its request to modify its PAMA, which CENTROMIN had failed to implement.		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its	Respondents' objections to Request No. 17 are unavailing for the following reasons. **1) Request No. 17 is relevant to the Contract Case and material to its outcome** Dr. Bianchi opines that CENTROMIN was obligated to remediate soil contamination caused by CMLO operations and emissions (*see* Bianchi Report, at 94). Regardless of whether	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		Dr. Bianchi opines that AMSAC failed to comply with its remedial obligations, and that AMSAC's remediation activities are incomplete and inconsistent with the findings of the 2008 GWI study and with industry practice (*see* Bianchi p. 101). The requested document is therefore relevant and material, as it is related to CENTROMIN's untimely and inadequate performance of its PAMA obligations. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the same paragraph that Claimants cite in **Exhibit AA-055** (viz., ¶ 3.3.) undermines Claimants' argument that Centromín was obligated under the PAMA to remediate the soil in La Oroya. ¶ 3.3 of the referenced document states that under the modified PAMA, Centromín "has no responsibility to remediate soils, given that it only mentions a revegetation program that will be executed once DRP has completed its PAMA in 2007, not having considered in the PAMA other remediation activities." It is thus clear that the requested *oficio*, which the MEM cites in the very next sentence, would not support Claimants fabricated assertion that Centromín's PAMA contained soil remediation obligations, and that Centromín breached those purported obligations.	or not Centromin, and later AMSAC, was obligated to remediate soils under the PAMA, Dr. Bianchi opines that AMSAC's revegetation efforts have been insufficient (*see* Bianchi Report, at 111-120) and that it was unreasonable for AMSAC to delay their implementation of PAMA Project No. 4 (*see* Bianchi Report, at 97-98). The requested Document contains information supporting the fact that Centromin did not meet their PAMA obligations, contrary to Respondents' self-serving position that a Peruvian government entity, Centromin, "has no responsibility to remediate soils." Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under Clause 6.1(c) of the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA. Indeed, Centromin's obligations included	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					additional actions outside the scope of the PAMA, including remediation of contaminated soils under the STA, as previously alleged by Claimants (SoC (Contract Case), ¶ 246). Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶ 100). This Oficio will identify other obligations Centromin had but did not complete. Documents related to soil conditions, and potentially the area requiring remediation in the vicinity of the CMLO, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice. Contrary to Respondents' assertions, this information is relevant and	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					material to the Case, regardless of where Missouri Plaintiffs lived, went to school, or otherwise spent significant time.	
18.	Report entitled "Instalación de 04 Módulos Piloto de Revegetación y Recuperación de la Fertilidad Física y Química de las Áreas Afectadas por los Humos. Monitoreo de Seguimiento Enero-Junio," prepared by FOMECO, 1999, Lima.	This report is referenced in Exhibits AA-054 and AA-055 attached to Ms. Alegre's Expert Report. The requested document is relevant and material because it will serve as a reference to the evaluation of Centromin's implementation of PAMA Project No. 4. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome.	Respondents' objections to Request No. 18 are unavailing for the following reasons. **1) Request No. 18 is relevant to the Contract Case and material to its outcome** Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under Clause 6.1(c) the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which are set forth in Clause 6.1(a) of the STA. Indeed, Centromin's obligations included additional actions outside the scope of the PAMA, including remediation of contaminated soils under the STA, as	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					previously alleged by Claimants (SoC (Contract Case), ¶ 246). Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶ 100). As previously noted by Claimants, this report will serve as a reference to the evaluation of Centromin's implementation of PAMA Project No. 4, and the overall development and evolution of this PAMA Project. Documents that discuss soil conditions, and potentially also discuss the area requiring remediation in the vicinity of the CMLO, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
19.	Ministerial Resolution No. 63-69-2/05/69	This Resolution is referenced in Ugarte's 1996 report to Centromin (**Exhibit GBM-093**; PDF p. 123) on the alleged extent of impacts caused by emissions from the La Oroya Mining Complex ("**CMLO**"). The requested document is relevant and material because it was used by Ugarte to develop his estimated extent of impacted soil as of 1996. Dr. Bianchi notes that the extent determined by Ugarte is erroneous (*see* Bianchi p. 81). The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Respondents **object** to this request for the reasons explained below. **1) Requested Documents Are in Claimants' Possession, Custody, or Control** The requested document is a Ministerial Resolution and therefore publicly available regulation. The document is thus freely accessible to Claimants. **2) Lack of Relevance and Materiality** Respondents also object because Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants assert that the requested document is relevant because it was used by Ugarte, but Claimants do not explain why the Ugarte report is relevant or material. Neither Respondents nor their experts cite the Ugarte report, and their arguments therefore do not rely on that document.	Respondents' objections to Request No. 19 are unavailing for the following reasons. **1) Requested Documents are in Respondents' Possession, Custody or Control** Respondents recognize that Ministerial Resolution No. 63-69-2/05/69 does, in fact, exist. Despite this recognition, Peru alleges that the requested document is "publicly available[.]" Even if that were true, Claimants confirm that they have not been able to locate the requested Ministerial Resolution that Peru alleges is freely accessible (and clearly in its possession, custody or control). Peru is thus in a better position to locate this Document and produce it to Claimant. *See*, *e.g.*, CDP-2, *ADF Grp. V. U.S.*, Procedural Order No. 3, ¶ 4 ("Where, however, the requesting party shows it would sustain undue burden or expense in accessing the publicly available material, the other party should be required to produce the documents for inspection").	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				Moreover, Claimants do not explain why Ugarte's determination of the geographic extent of contamination caused by the Facility (which is the figure that Dr. Bianchi disputes) is relevant or material. Claimants have not submitted evidence showing that any of the Missouri Plaintiffs lived, went to school, or otherwise spent significant time beyond the boundaries of impact determined by Ugarte.	**1) Request No. 19 is relevant to the Contract Case and material to its outcome** Respondents suggest that Ugarte's 1996 report to Centromin, which cites the requested Document, is not relevant or material to the Contract Case. Contrary to Respondents' assertions, as previously indicated, Ugarte used the requested document to develop his estimated extent of impacted soil as of 1996. The requested Document thus provided information on baseline conditions at the time DRP acquired the CMLO. Dr. Bianchi opines that Ugarte's determination of the extent of impacted soil is erroneous (*see* Bianchi Report, at 81). The extent of impacts, and any underlying information used to develop the extent of impacts, is relevant and material to the Contract Case because, as acknowledged by Respondents, Centromin, and later AMSAC, is responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					100). Documents referenced by Ugarte will provide further insight into baseline conditions at the time DRP acquired the CMLO. In fact, Respondents' experts rely on several sources that cite Ugarte (*see*, *e.g.*, AA-054, AA-055, and DMP-057). Documents related to the area requiring remediation in the vicinity of the CMLO are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice. Contrary to Respondents' assertions, this information is relevant and material to the Contract Case, regardless of where Missouri Plaintiffs lived, went to school, or otherwise spent significant time.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
20.	Report entitled *Evaluación del Impacto Ambiental y Plan de Recuperación y Manejo Ambiental de la Unidad Operativa de La Oroya, Centromin. D&MA Consultores, La Oroya, Setiembre de 1992*	This Report is referenced in Ugarte's 1996 report to Centromin (**Exhibit GBM-093**; PDF p. 123) on the alleged extent of impacts caused by emissions from the CMLO. The requested document is relevant and material because it was used by Ugarte to develop his estimated extent of impacted soil as of 1996. Dr. Bianchi notes that the extent determined by Ugarte is erroneous (see Bianchi p. 81). The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants assert that the requested document is relevant because it was used by Ugarte, but Respondents explain in their objection to Request #20 that Claimants do not identify why the Ugarte report is relevant or material. Moreover, Claimants do not explain why Ugarte's determination of the geographic extent of contamination caused by the Facility (which is the figure that Dr. Bianchi disputes) is relevant or material. Claimants have not submitted evidence showing that any of the Missouri Plaintiffs lived, went to school, or otherwise spent significant time beyond the boundaries of impact determined by Ugarte.	Respondents' objections to Request No. 20 are unavailing for the following reasons. **1) Request No. 20 is relevant to the Contract Case and material to its outcome** Respondents suggest that Ugarte's 1996 report to Centromin, which cites the requested Document, is not relevant or material to the Contract Case. Contrary to Respondents' assertions, as previously indicated, Ugarte used the requested Document to develop his estimated extent of impacted soil as of 1996. The requested Document thus provides information on baseline conditions at the time DRP acquired the CMLO. Dr. Bianchi opines that Ugarte's determination of the extent of impacted soil is erroneous (*see* Bianchi Report, at 81). The extent of impacts, and any underlying information used to develop the extent of impacts, is relevant and material to the Contract Case because, as acknowledged by Respondents, Centromin, and later AMSAC, is responsible for the	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶ 100). Documents referenced by Ugarte will provide further insight into baseline conditions at the time DRP acquired the CMLO. In fact, Respondents' experts rely on several sources that cite to Ugarte (*see, e.g.*, AA-054, AA-055, and DMP-057). Documents related to the area requiring remediation in the vicinity of the CMLO are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice. Contrary to Respondents' assertions, this information is relevant and material to the Case, regardless of where Missouri Plaintiffs lived, went to school, or otherwise spent significant time.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
21.	Document entitled *Observaciones de CENTROMIN Perú al Presidente de la Comisión Permanente de Humos y Relaves de la Región Agraria XVI – Junín (12/07/85)*	This document is referenced in Ugarte's 1996 report to Centromin (**Exhibit GBM-093**; PDF p. 123) on the alleged extent of impacts caused by emissions from the CMLO. The requested document is relevant and material because it was used by Ugarte to develop his estimated extent of impacted soil as of 1996. Dr. Bianchi notes that the extent determined by Ugarte is erroneous (see Bianchi p. 81). The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants assert that the requested document is relevant because it was used by Ugarte but Respondents explain in their objection to Request #21 that Claimants do not identify why the Ugarte report is relevant or material.	Respondents' objections to Request No. 21 are unavailing for the following reasons. **1) Request No. 21 is relevant to the Contract Case and material to its outcome** Respondents suggest that Ugarte's 1996 report to Centromin, which cites the requested Document, is not relevant or material to the Contract Case. Contrary to Respondents' assertions, as previously indicated, Ugarte used the requested document to develop his estimated extent of impacted soil as of 1996. The requested Document thus provides information on baseline conditions at the time DRP acquired the CMLO. Dr. Bianchi notes that Ugarte's determination of the extent of impacted soil is erroneous (*see* Bianchi Report, at 81). The extent of impacts, and any underlying information used to develop the extent of impacts, is relevant and material to the Contract Case because, as acknowledged by Respondents, Centromin, and later	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					AMSAC, is responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶ 100). Documents referenced by Ugarte will provide further insight into baseline conditions at the time DRP acquired the CMLO. In fact, Respondents' experts rely on several sources that cite to Ugarte (*see, e.g.*, AA-054, AA-055, and DMP-057). Documents related to the area requiring remediation in the vicinity of the CMLO, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	
22.	All documents and communications issued by the Peruvian Government's Comisión	This information is referenced in Ugarte's 1996 report to Centromin (**Exhibit GBM-093**;		Respondents **object** to this request for the reasons explained below.	Respondents' objections to Request No. 22 are unavailing for the following reasons.	Request denied

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	Permanente de Humos y Relaves established to oversee the La Oroya situation.	PDF p. 123) on the alleged extent of impacts caused by emissions from the CMLO. The requested documents are relevant and material because they were used by Ugarte to develop his estimated extent of impacted soil as of 1996. Dr. Bianchi notes that the extent determined by Ugarte is erroneous (see Bianchi p. 81). The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		**1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants assert that the requested document is relevant because it was used by Ugarte but Respondents explain in their objection to Request #20 that Claimants do not identify why the Ugarte report is relevant or material.	**1) Request No. 22 is relevant to the Contract Case and material to its outcome** Respondents suggest that Ugarte's 1996 report to Centromin, which cites the requested Document, is not relevant or material to the Contract Case. Contrary to Respondents' assertions, as previously indicated, Ugarte relied on the requested document to develop his estimated extent of impacted soil as of 1996. The requested Document thus provides information on baseline conditions at the time DRP acquired the CMLO. Dr. Bianchi notes that Ugarte's determination of the extent of impacted soil is erroneous (*see* Bianchi Report, at 81). The extent of impacts, and any underlying information used to develop the extent of impacts, is relevant and material to the Contract Case because, as acknowledged by Respondents, Centromin, and later AMSAC, was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					100). Documents referenced by Ugarte will provide further insight into baseline conditions at the time DRP acquired the CMLO. In fact, Respondents' experts rely on several sources that cite Ugarte (*see*, *e.g.*, AA-054, AA-055, and DMP-057). Documents related to the area requiring remediation in the vicinity of the CMLO are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	
23.	Report entitled *Ingeniería Detallada para la Recuperación del Área Afectada por los Humos, Univ. Nacional Agraria La Molina, Inst. de Desarrollo Agroindustrial.*	This report is referenced in Exhibits **AA-054** and **AA-055** attached to Ms. Alegre's Expert Report. The requested document is relevant and material because it will serve as a reference to the evaluation of Centromin's		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles	Respondents' objections to Request No. 23 are unavailing for the following reasons. As previously noted by Claimants, this report will serve as a reference to the evaluation of Centromin's implementation of PAMA Project No. 4, and the overall development and	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		implementation of PAMA Project No. 4. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome.	evolution of this PAMA Project. Respondents allege that this request is not material by tying this request exclusively to Centromin's failure to complete their PAMA obligations. This approach by the Respondents is flawed, as Centromin's obligations included additional actions outside the scope of the PAMA, including remediation of contaminated soils under the STA, as previously alleged by Claimants (SoC (Contract Case), ¶ 246). Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶ 100). Respondents' PAMA obligations are thus related to their obligations under Clause 6.1(c) of the STA. Documents containing information on the soil conditions in the vicinity of the CMLO are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					(ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	
24.	Draft version of **Exhibit AA-54**, submitted to CENTROMIN on 1 September 2003.	**Exhibit AA-054** attached to Ms. Alegre's Expert Report (PDF p. 5) notes that SVS Ingenieros submitted a *draft version* of **Exhibit AA-054** to CENTROMIN on 1 September 2003, and adds that CENTROMIN's comments, observations and suggestions were incorporated. The requested document is relevant and material because it indicates that SVS/Golder's audit commissioned by the Ministry of Energy and Mines was not an independent study and that the party being audited had input into the findings and conclusions of the audit. It is also relevant and material because it will provide additional information		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome.	Respondents' objections to Request No. 24 are unavailing for the following reasons. **1) Request No. 24 is relevant to the Contract Case and material to its outcome** Respondents mistakenly assert that Request No. 24 is not relevant to the Contract Case or material to its outcome. In fact, Respondents' expert, Dr. Alegre, cites to the final version of **Exhibit AA-054** (*see* Alegre Report, fn. 100). It follows that draft versions of this document, that Centromin reviewed and likely revised, would contain relevant and material factual information regarding Centromin's performance of its PAMA Project No. 4 obligations, which is not included in the final version of the SVS Ingenieros Report. These drafts will show the	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		regarding CENTROMIN's performance of its PAMA Project No. 4 obligations. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.			evolution of the information that was included in the final version of the document. Information that may have been included in drafts but was removed prior to the publication of the final versions of these studies may reveal Peru's motive for removing certain information and provide insight as to the evolution of PAMA Project No. 4 and how Centromin directed its conclusions.	
25.	CENTROMIN's Board of Directors Agreement No. 84-99, Session 22-99 from 9 December 1999	This Agreement, referenced in Informe 21-2000-DGAA/LS, stated that financing for the implementation of PAMA projects in La Oroya is covered by the environmental remediation technical reserves. Therefore, this document is relevant and material because it represents the funds recommended to cover the cost of PAMA Project No. 4. The requested document is within Respondents' possession, custody, or control,		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants assert that the requested "document is relevant and material because it represents the funds recommended to cover the cost of PAMA Project No. 4." However, as Respondents explained in their Counter-Memorial, Claimants'	Respondents' objections to Request No. 25 are unavailing for the following reasons. **1) Request No. 25 is relevant to the Contract Case and material to its outcome** Contrary to Respondents' assertions, it is not up to Respondents to decide whether there exists a "genuine issue of fact over Centromin's ability to finance its PAMA." Dr. Bianchi opines that CENTROMIN was obligated to remediate soil contamination caused by CMLO operations and emissions (*see* Bianchi Report, at 94). Dr. Alegre	Request denied

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		and not within Claimants' possession, custody, or control.		provide no support for their assertion that Centromín lacked the funds to complete its PAMA (Contract Counter-Memorial, ¶¶ 792-793). In contrast, Respondents have produced a document from the MEM certifying that "Centromín has the foreseen funds to comply with the La Oroya PAMA" (**Exhibit R-277**, p. 5). There is therefore no genuine issue of fact over Centromín's ability to finance its PAMA. Accordingly, the requested document is not relevant to the present case or material to its outcome. Moreover, Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome.	disagrees, and takes the position that "the PAMA did not contemplate the obligation to remedy the soils" (*see* Alegre Report, at 34). The requested Document will show the Board of Directors' position in 1999 regarding Centromin's soil remediation obligations and shed light on whether the Centromin Board's position on soil remediation is a component of Project No. 4 obligations.	
26.	Document entitled *Absolución de Observaciones al EVAP, Unidad de Producción de La Oroya, Empresa Minera del Centro del Peru S.A., Julio de 1995*	This document addresses comments to the EVAP, and is referenced in Knight-Piesold, 1996 (**Exhibit GBM-042**). The EVAP was a document prepared to report the air and		Respondents **object** to this request on the following ground. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or	Respondents' objections to Request No. 26 are unavailing for the following reasons. **1) Request No. 26 is relevant to the Contract Case and material to its outcome**	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		water quality monitoring results conducted in 1994 and 1995. The requested document is relevant and material because Dr. Bianchi identified an inconsistency in the reported data that has caused Respondents' experts to claim that air quality worsened under DRP's operations (see Counter-Memorial ¶¶ 188-189). The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants state that the document is relevant and material because "Dr. Bianchi identified an inconsistency in the reported data that has caused Respondents' experts to claim that air quality worsened under DRP's operations". There is no explanation, however, as to the extent or basis of this alleged – and unknown – inconsistency in the reported data, nor have Claimants established how the production of this particular document would serve to solve it. Further, Claimants made no effort to content that this inconsistency is material and relevant to the present dispute. Moreover, Claimants make no effort to explain why a "document [that] addresses comments to the EVAP" would provide relevant and material information beyond that which is provided in the EVAP, which is already in the record (see **Exhibits C-030**, **C-031**).	The EVAP is a document that is central to this case, as it presents baseline conditions at the CMLO at the time that DRP acquired the facility. Respondents apparently do not object to the relevance and materiality of the EVAP. Indeed, Respondents cite the EVAP throughout their Counter-Memorial. It follows that documents addressing comments to the EVAP will provide insight as to the evolution of the document, and may contain relevant and material factual information on the baseline environmental conditions at the facility, including information on the extent of contamination. This is particularly relevant to Centromin's, and later AMSAC's, obligation to remediate contaminated soils under Clause 6.1(c) of the STA, an obligation acknowledged by Respondents (Counter-Mem. (Contract Case), ¶ 100). This obligation to remediate soils is entirely separate from Centromin's PAMA obligations. Additionally, the inconsistency identified by Dr. Bianchi in his Expert Report pertains to air quality prior to	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				Respondents reserve their right to further develop their objection should Claimants decide to maintain this request.	and at the time DRP acquired the facility (*see* Bianchi Report, at 66-68). This data is at the heart of the Case, as it contributes to the determination of the baseline conditions at the time DRP began operating the CMLO, and is thus relevant in supporting the fact that DRP's standards and practices were more protective of the environment than Centromin's.	
27.	Emissions Monitoring Report, Enero-Diciembre 1995, Empresa Minera del Centro del Peru S.A.	This report, which contains monitoring data, is referenced in Knight-Piesold, 1996 (**Exhibit GBM-042**). The referenced monitoring data was collected to be included in the EVAP, a document prepared to report air and water quality monitoring results from testing conducted in 1994 and 1995. The requested document is relevant and material because Dr. Bianchi identified an inconsistency in the reported data that has caused Respondent's experts to claim that air quality worsened under		Respondents will produce this document to the extent it remains in their possession.	Claimants note that Respondents agree to produce the requested Document.	No decision required

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		DRP's operations (*see* Counter-Memorial ¶¶ 188-189). The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.				
28.	Report entitled *Adjustment of the Environmental Management Plan for the La Oroya Metallurgical Complex, Empresa Minera del Centro del Peru S.A., June 5, 1994.*	This report is referenced in Knight-Piesold, 1996 (**Exhibit GBM-042**). Based on the title and date, the requested report appears to be an early version of the PAMA, which was not submitted to the Ministry of Energy and Mines. The requested document is relevant and material because the PAMA submitted to the Ministry of Energy and Mines included air monitoring data from 1994. Dr. Bianchi identified an inconsistency in the reported data that has caused Respondent's experts to claim that air quality worsened under DRP's operations (*see* Counter-Memorial ¶¶ 188-189). In addition, it is possible that		Respondents **object** to this request on the following ground. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants state that the document is relevant and material because "Dr. Bianchi identified an inconsistency in the reported data that has caused Respondents' experts to claim that air quality worsened under DRP's operations". There is no explanation, however, as to the extent or basis of this alleged – and unknown – inconsistency in the reported data, nor have Claimants	Respondents' objections to Request No. 28 are unavailing for the following reasons. **1) Request No. 28 is relevant to the Contract Case and material to its outcome** The PAMA is a document that is central to this case, as it presents DRP and Centromin's obligations at the CMLO. Respondents apparently do not object to the relevance and materiality of the PAMA. Indeed, Respondents cite the PAMA throughout their Counter-Memorial. It follows that draft versions of these studies, commissioned by Peru, would contain relevant and material factual information on the baseline of the facility, the extent of contamination, as well as additional information that may not have been included in the final	Request granted

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		this version of the PAMA may provide additional information, not included in the versions submitted to the Ministry of Energy and Mines in December 1996 (**Exhibit GBM-016**), specifically monitoring data, as well as other information deleted from subsequent versions of the PAMA. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		established how the production of this particular document would serve to solve it. Respondents reserve their right to further develop their objection should Claimants decide to maintain this request. Claimants also state that the document requested which would "appear[] to be an early version" of the PAMA "may provide additional information … specifically monitoring data, as well as other information deleted from subsequent versions of the PAMA." This explanation fails to demonstrate how the documents requested are relevant and material to the Claimants' claims.	version of the PAMA. The draft will show the evolution of the information that was included in the final versions of the studies, which was prepared by Peru. Information that may have been included in the draft but was removed prior to the publication of the final version may reveal Peru's motive for removing certain information. The draft may also provide information regarding Centromin's position regarding the necessity of soil remediation to address impacts from the CMLO prior to the submission of the final version of the PAMA, which may have been modified to facilitate the sale of the facility. Additionally, the inconsistency identified by Dr. Bianchi in his Expert Report pertains to air quality prior to and at the time DRP acquired the facility (*see* Bianchi Report, at 66-68). This data is at the heart of the Contract Case, as it contributes to the determination of the baseline conditions at the time DRP began operating the CMLO. It is thus relevant to support the fact that DRP's standards and practices were more	

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					protective of the environment than Centromin's.	
29.	Initial Evaluation of Environmental Liability and Responsibility, L.M. Broughton and J.W. Gatsby, October 1993.	This report is referenced in Knight-Piesold, 1996 (**Exhibit GBM-042**). The date of this document indicates that it was prepared to consider the impact of environmental liabilities on the privatization of CENTROMIN's assets. Therefore, the requested document is relevant and material because it may present a more extensive description of the liability and responsibility for damage claims currently being disputed, using information not presented in subsequent documents to bidders. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Respondents **object** to this request on the following ground. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants argue that the requested document is relevant and material "because it may present a more extensive description of the liability and responsibility for damage claims currently being disputed, using information not presented in subsequent documents to bidders."	Respondents' objections to Request No. 29 are unavailing for the following reasons. **1) Request No. 29 is relevant to the Contract Case and material to its outcome** Respondents do not object to providing monitoring reports for air quality, emissions, and soil from 1990-1997 that are requested in Claimants' Request No. 38. Respondents apparently do not object to the relevance and materiality of these reports to the Contract Case. Indeed, these reports provide a historical baseline for air, soil, and emissions prior to DRP's operation of the CMLO. Request No. 29 seeks a Document that would present a more extensive description of the environmental impacts and anticipated remedial costs than was subsequently provided in the PAMA and shared with bidders.	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					It is unclear what Respondents intend by raising the issue of whether the information that was or was not provided to bidders and whether it was sufficient. This objection has no bearing on the relevance and materiality of Request No. 29.	
30.	Technical and Economic Valuation Issues, Appendix No. 11, International Mining Consultants, Ltd., July 1992.	This appendix is referenced in Knight-Piesold, 1996 (**Exhibit GBM-042**). The title of this document indicates that it was prepared when the Peruvian Government began to consider privatization of Centromin to quantify environmental liabilities. The requested document is relevant and material because it may present a more extensive description of the environmental impacts and anticipated remedial costs than was subsequently provided in the PAMA and shared with bidders. The requested document is within Respondents'		Respondents **object** to this request on the following ground. **1) Lack of Relevance and Materiality** Claimants fail to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants argue that the requested document is relevant and material "because it may present a more extensive description of the environmental impacts and anticipated remedial costs than was subsequently provided in the PAMA and shared with bidders." Claimants fail to explain how the requested document, which may	Respondents' objections to Request No. 30 are unavailing for the following reasons. **1) Request No. 30 is relevant to the Contract Case and material to its outcome** Respondents do not object to providing monitoring reports for air quality, emissions, and soil from 1990-1997 that are requested in Claimants' Request No. 38. Respondents apparently do not object to the relevance and materiality of these reports to the Contract Case. Indeed, these reports provide a historical baseline for air, soil, and emissions prior to DRP's operation of the CMLO. Request No. 30 seeks a Document that may present a more extensive description of the	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		possession, custody, or control, and not within Claimants' possession, custody, or control.		allegedly contain a "description of the environmental impacts and anticipated remedial costs", is relevant and material. According to the 1996 Offering Memorandum, all bidders –including Claimants – were provided with thorough documentation related to the Facility (including the Knight-Piésold Report referred to in this request and the PAMA) (Counter-Memorial, ¶ 94). Bidders were permitted to ask questions on relevant documentation and had to make their own assessment—directly or through third parties—of the Facility. At Clause 7 of the STA, DRP confirmed that it had conducted sufficient due diligence to understand the extension of its environmental responsibilities under the PAMA and potential risks (Counter-Memorial, ¶ 103).	environmental impacts and anticipated remedial costs than was subsequently provided in the PAMA and shared with bidders. Respondents attempt to muddle the request by pointing to information that was or was not provided to bidders, and whether it was sufficient. This objection has no bearing on the relevance and materiality of Request No. 29.	
31.	Report entitled *Prefeasibility Study of the Environmental Aspects of Copper, Zinc and Lead Smelter of La Oroya, Kilborn SNC-Lavalin Europe, October 1996.*	This report is an initial evaluation of environmental and operational conditions at the CMLO that the Peruvian Government conducted in order to propose specific actions in the PAMA.		Respondents **object** to this request on the ground that the document responsive to this request is already in Claimants' possession, custody or control. The document is in the record as **Exhibit R- 267**.	Claimants note that Respondents confirm that the Report entitled *Prefeasibility Study of the Environmental Aspects of Copper, Zinc and Lead Smelter of La Oroya, Kilborn SNC-Lavalin Europe, October 1996* is **Exhibit R-267**.	No decision required

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		The requested document is relevant and material because it will establish the original basis for the selection and scope of the CMLO PAMA projects. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.				
32.	Technical Report No. 00020-2017-MINAM/VMGA/DGCA/RIESGOS regarding the impact of the soil ECAs on the remediation study.	This report discusses the impact of the 2017 soil ECAs on AMSAC's remedial activities. AMSAC alleges that it has implemented numerous remediation projects based on the GWI study (e.g., **Exhibit GBM-097**: AMSAC, 2013b) and that 80% of the required remediation in urban areas had been completed as of 2015 (**Exhibit GBM-087**: AMSAC, 2015b) (*see* Bianchi p. 101). However, Dr. Bianchi has been unable to identify any information indicating that AMSAC fulfilled its obligation to remediate in compliance with regulations, or any information		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the requested document relates only to Activos Mineros'	Respondents' objections to Request No. 32 are unavailing for the following reasons. **1) Request No. 32 is relevant to the Contract Case and material to its outcome** Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation	Request granted

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		regarding approval of remediation activities conducted by AMSAC (*see* Bianchi p. 101). The requested document is relevant and material because it will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils impacted by historical emissions from the facility, as required by the 2013 and 2017 remediation standards (*see* Bianchi p. 101). The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility (i.e., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome.	obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report,	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				Furthermore, even if Activos Mineros' post-2009 soil remediation activities were relevant and material, Claimants have not explained why the requested document is relevant and material. Claimants request a study of the impact of the 2017 ECAs on Activos Mineros' remediation activities. Claimants claim, with no supporting argumentation, that the study "will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils." Yet Claimants identify other documents that would accomplish the same objective in a more direct (and less burdensome) way. For example, in Request #46 (to which Respondents object on other grounds), Claimants request "[d]ocuments and communications submitted to and received from Peruvian entities such as OSINERGMIN and OEFA confirming that AMSAC remediation activities have been completed to the satisfaction of applicable agencies." The document identified in the present request would not provide additional and material support for	at 111-120). Respondents' suggestion that a study of the impact of the 2017 ECAs (i.e., the soil remediation standards or clean-up levels) on Activos Mineros' remediation activities would not be relevant to the Contract Case is unfounded because the updated ECAs directly impact the area requiring remediation: A more stringent soil criteria for a relevant compound (e.g., lead) will result in a larger area requiring remediation by AMSAC. Therefore, Technical Report No. 00020-2017-MINAM/VMGA/DGCA/RIESGOS regarding the impact of the soil ECAs on the remediation study is relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				"Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils."		
33.	Memorandum entitled *Ramirez, A.V., Seminario, O.M., and Silva, J.G. Toxicological impact produced by the La Oroya Smelter on the residents of the adjacent town. Communication to CENTROMIN's General Manager. Working Document. 1993. (Impacto toxicológico producido por la Fundición La Oroya en los habitantes de la ciudad aledaña. Comunicación a la Gerencia Central de la Empresa Minera del Centro del Peru. Documento de trabajo).*	This document provides information related to the current damage claims in the ongoing St. Louis litigation referenced by Respondents (**Exhibits R-020, R-023, R-225**). The requested document is relevant and material because it will allow for determination of a toxicological impact baseline, i.e., a baseline prior to DRP's acquisition and operation of the Facility and will confirm the benefits derived via the social and health programs implemented by DRP to reduce existing BLLs. The requested document is within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		Respondents **object** to this request for the reasons explained below. **1) Insufficient Basis for Asserting Document's Existence** Claimants have failed to identify the basis on which they believe this document exists (see Article 3(c)(ii) of the IBA Rules). None of the exhibits cited by Claimants reference the requested document. **2) Requested Documents Are in Claimants' Possession, Custody, or Control** All three documents that Claimants reference are part of the dockets in the Missouri Litigations. To the extent that the requested document has been cited in the course of the Missouri Litigations, it would have been filed as an exhibit by the citing party. In that scenario, Claimants (and not Respondents) would	Respondents' objections to Request No. 33 are unavailing for the following reasons. **1) Requested Documents Are reasonably believed to exist** Despite Peru's assertions to the contrary, the IBA Rules do not require that Claimants provide basis for the understanding that a certain document exists. In accordance with Article 3.3(a)(ii) of the IBA Rules, Claimants' Request No. 33 includes a "description in sufficient detail" of "a narrow and specific requested category of Documents that are *reasonably believed to exist*" (emphasis added). Indeed, the requested Document was referenced in an article that Dr. Bianchi identified after he submitted his first report. Despite Respondent's suggestion that the document may not exist, the document citation indicates that it was a Centromin report that discussed the toxicological impacts of	Request denied.

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				possesses the requested document, and Respondents object accordingly (Article 3.3(c) of the IBA Rules).	Centromin's operations on the residents of an adjacent town, which cannot be other than La Oroya. The author of the requested reference and the author of the article that cites it is the same person, so its existence cannot be questioned. **2) Requested Documents are in Respondents' Possession, Custody, or Control** Request No. 33 seeks a Memorandum that was a Communication to *Centromin's* Management. It thus follows that Respondents have the requested Document in their possession, custody or control.	
34.	Draft and final studies prepared by Ground Water International, Intrinsik Risk, Golder, and others in response to fulfilling the obligations of CP-001A-2007-EAMSAC/PAMA (2da Convocatoria), August 2007: • *Programa de Actividades y Cronograma de ejecución definitivo para cada Fase del*	In August 2007, 11 years after the Centromin PAMA had been approved, AMSAC issued a bid to select a firm that would, among other things, determine the extent of soil contamination due to emissions from the CMLO. In December 2008, a consortium of environmental consulting and engineering firms (including Intrinsik		Respondents will produce the requested final studies to the extent they remain within Respondents' possession. Respondents **object** to Claimants' request as it relates to drafts of those studies, for the reasons stated below. **1) Lack of Relevance and Materiality**	Claimants note that Respondents agree to "produce the requested final studies to the extent they remain within Respondents' possession." Respondents' objections to Request No. 34, however, are unavailing for the following reasons.	No decision required in respect of the final studies. Request denied with respect to the drafts of the studies.

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	Estudio a una semana de la firma del Contrato. • *Informe borrador para cada Fase del Estudio* • *Informe corregido para revisión y conformidad para cada Fase del Estudio* • *Informe Final Borrador* • *Informe Final Aprobado con los siguientes aspectos:* *La Consultora entregará los Informes Finales en un CD-ROM con textos elaborados en MS Word, hojas de cálculo en Excel, Cronogramas en MS Project y Planos en coordenadas UTM en AUTOCAD para Windows, así como del material fotográfico de los trabajos de campo.*	Environmental Sciences/Intrinsik Risk and Knight Piesold) led by Ground Water International (GWI) won the bid. GWI completed its work in 2009, and documented its findings in several environmental reports, which include at least the following (*see* Bianchi, p. 82): • Report on the Review of Available Data, July 2008. • Site Characterization Report, October 2008. • Screening Level Ecological Risk Assessment Report, December 2008. • Preliminary Human Health Problem Formulation, Exposure and Hazard Assessment Report, December 2008. • Site Characterization Report, Vol. I, Text, December 2008. • Investigation Level Ecological Risk Assessment Draft Report, Vol. III, March 2009.		Claimants have not explained why draft studies would be relevant to the Contract Case and material to its outcome. Claimants assert that drafts of the GWI studies "will provide additional information on the extent of contamination alleged to have resulted from CMLO operations." Yet Claimants do not explain how unfinished versions of those studies would provide material information beyond that which is included in the final studies themselves.	**1) Request No. 34 is relevant to the Contract Case and material to its outcome** Respondents apparently do not object to the relevance and materiality of the studies compiled by Ground Water International, Intrinsik Risk, Golder. It follows that draft versions of these studies, commissioned by Peru, would contain relevant and material factual information demonstrating the extent of contamination that may not have been included in the final version of the studies. These drafts will show the evolution of the information that was included in the final versions of the studies, which were commissioned by Peru. Information that may have been included in drafts but was removed prior to the publication of the final versions of these studies may reveal Peru's motive for removing certain information. For example, DMP-057, the soil study commissioned by Peru that identified that the area of impacted soil was 2,300 square kilometers (or 60 times the area identified by Ugarte and claimed by AMSAC as requiring remediation), refers to a GWI	

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		Peru has not made the reports prepared by the GWI consortium public. AMSAC alleges that it has implemented numerous remediation projects based on the GWI study (e.g., **Exhibit GBM-097**: AMSAC, 2013b) and that 80% of the required remediation in urban areas had been completed as of 2015 (**Exhibit GBM-087**: AMSAC, 2015b) (see Bianchi p. 101). *See also* Counter-Memorial ¶¶ 806-807. However, Dr. Bianchi noted that GWI's findings were relevant to support his conclusions (*see*, for example, Bianchi Expert Report, pp. 83-84). The requested documents are relevant and material as they will provide additional information on the extent of contamination alleged to have resulted from CMLO operations and provides supporting data			Remediation Report, which provides information on the area requiring remediation as a result of CMLO operations. This report is relevant and material to Claimants' remediation claim and would be responsive to this Request. In addition, the drafts of this report, which would contain factual information concerning remediation would also be relevant to the Contract Case and material to its outcome. To recall, Claimants alleged that Peru, Centromin, and later AMSAC, failed their obligation to remediate contaminated soils, as required under Clause 6.1 of the STA (SoC (Contract Case), ¶ 246).	

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		and information for Hamilton, 2009 (**Exhibit GBM-044**). In addition, Respondents discuss in their Counter-Memorial (*see* ¶¶ 806-807) the study it commissioned from GWI, but did not exhibit it, instead relying on a letter from Activos Mineros to the Ministry of the Environment (**Exhibit R-278**). The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.				
35.	Documents and/or reports and contracts for AMSAC soil remediation projects, including but not limited to: • *Estudios de Pre-Inversión a Nivel de Perfil* • *Acta de Recepción* • *Actas y Agendas de Reuniones de Coordinación General entre el contratista y la Supervisión*	A claim in this proceeding is that the failure of AMSAC and Peru to remediate contaminated soil, which was a result of decades of operation prior to DRP's operation of the Facility, contributed to exposure and injury alleged in the St. Louis litigation, for which the Claimant seeks indemnification under the STA (*see* Memorial § II.F).		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that	Respondents' objections to Request No. 35 are unavailing for the following reasons. **1) Request No. 35 is relevant to the Contract Case and material to its outcome** Claimants have alleged that Peru, Centromin, and later AMSAC had an obligation to remediate soil in and around La Oroya under the STA (SoC (Contract Case), ¶ 246). Respondents	Request denied

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	• *Borrador de Expediente Técnico* • *Copia Semanal del Cuaderno de Obra* • *Cronograma de Obra* • *Cronograma de Trabajo Mensual* • *Cuaderno de Obra* • *Dossier de Calidad* • *Estructura de Desglose de Trabajo de la Obra* • *Expediente Técnico* • *Expediente Técnico Autorizado* • *Ficha Resumen de Información Mensual* • *Informe de Actividades* • *Informe de Avance* • *Informe de Calidad de Aire* • *Informe de Caracterización de Suelos* • *Informe de Compatibilidad del Proyecto en Campo Respecto al Expediente Técnico*	AMSAC alleges that it has implemented numerous remediation projects based on the GWI study (e.g., **Exhibit GBM-097**: AMSAC, 2013b) and that 80% of the required remediation in urban areas had been completed as of 2015 (**Exhibit GBM-087**: AMSAC, 2015b) (*see* Bianchi p. 101). *See also* Counter-Memorial ¶¶ 806-807. However, Dr. Bianchi opines that AMSAC failed to comply with its remedial obligations, and that AMSAC's remediation activities are incomplete and inconsistent with the findings of the 2008 GWI study and with industry practice (*see* Bianchi p. 101). The requested documents are relevant and material because they will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils impacted by		Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing	acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶ 100). Contrary to Respondents' assertions that documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case, this remediation obligation is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert	

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	• *Informe de Condiciones Iniciales de Suelo y Establecimiento de Unidades Piloto* • *Informe de Culminación* • *Informe de Diagnóstico y Plan de Trabajo* • *Informe de Ensayo* • *Informe de Estudios de Evaluación Hidrogeológica* • *Informe de Monitoreo de Suelo y Tejido Vegetal* • *Informe de Monitoreo de Suelos* • *Informe de Monitoreo Detallado* • *Informe de Plan de Trabajo* • *Informe de Suelos* • *Informe de Técnico Detallado* • *Informe de Valorizaciones* • *Informe de Visita de Campo* • *Informe del Trabajo de Campo* • *Informe Final*	historical emissions from the facility. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome. Furthermore, even if Activos Mineros' post-2009 soil remediation activities were relevant and material, Claimants have not explained why each of the manifold requested documents is relevant and material. Claimants request such varied documents as contracts, daily, weekly, and monthly reports, hydrogeological and topographical studies, and "reimbursable payment reports," among others. Claimants claim that all such documents "will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils." Yet Claimants identify other documents that would accomplish the same objective in a more direct (and less burdensome) way. For example, in Request #46 (to which Respondents object on other grounds), Claimants request "[d]ocuments and	report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, documents related to AMSAC's remediation activities in the vicinity of the CMLO, including those after June 2009, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice. **2) Request No. 35 is narrow and specific**	

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	• *Informe Final de Muestreo de Suelos* • *Informe Final del Servicio de Supervisión* • *Informe Final del Supervisor* • *Informe Final a nivel de Perfil* • *Informe Final a nivel de Estudio Definitivo* • *Informe Hidrogeológico* • *Informe Mensual* • *Informe Parcial de Expediente Técnico* • *Informe por Pago de Gastos Reembolsables* • *Informe Preliminar del uso Actual y Capacidad de uso Mayor de Suelos del Área de Estudio* • *Informe Quincenal* • *Informe Sustentado Sobre el Servicio Realizado* • *Informe Técnico Topográfico* • *Informes de Avance* • *Informes de Cambio de Diseño*			communications submitted to and received from Peruvian entities such as OSINERGMIN and OEFA confirming that AMSAC remediation activities have been completed to the satisfaction of applicable agencies." The myriad documents identified in the present request would not provide additional and material support for "Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils." **2) Overbroad** Claimants have failed to identify a sufficiently narrow and specific category of documents in their request (see Article 3.3(a)(ii) of the IBA Rules). Claimants' request is both sweeping and unclear, encompassing "[d]ocuments and/or reports and contracts for AMSAC soil remediation projects." As noted above, Claimants have not provided a sound justification for why they seek such a broad category of documents. **3) Unreasonable Burden to Produce**	Contrary to Respondents' assertions that this Request is "both sweeping and unclear," Request No. 35 describes with reasonable specificity a narrow category of Documents that would provide detail on AMSAC's remediation activities. Claimants also specified a relevant timeframe for projects (2007 through 2020). Claimants further provided extensive and detailed examples of responsive Documents as well as the various types of Documents which may contain information on AMSAC's remediation activities, because document title conventions may have varied and changed over time. Respondents should be able to identify responsive Documents with reasonable specificity. **3) It will not be an unreasonable burden for Respondents to produce responsive documents to Request No. 35** As discussed above, Request No. 35 describes with reasonable specificity a narrow category of Documents that would provide detail on AMSAC's remediation activities. Claimants also	

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	• *Informes de Culminación* • *Informes de Dificultades en la Construcción* • *Informes Especiales* • *Informes Mensuales Mantenimiento* • *Informes Semanales* • *Levantamiento de Observaciones* • *Memoria Descriptiva del Servicio* • *Memoria Descriptiva Valorizada* • *Plan de Muestreo* • *Planos de Construcción "as built"* • *Planos Post Construcción* • *Programa semanal de supervisión* • *Programa semanal de trabajos* • *Reporte Diario* • *Valorización de obra* • *Volumen de Ingeniería*			Given the overbroad nature of Claimants' request, it would be extremely burdensome, if not impossible, to identify all such documents created and exchanged (including, e.g., simple emails) generated in the course of Activos Mineros' extensive soil remediation projects. Thus, the request imposes an unreasonable burden on Peru (*see* Article 9.2(c) of the IBA Rules) and is contrary to the principle of procedural economy (*see* Article 9.2(g) of the IBA Rules).	specified a relevant timeframe for projects (2007 through 2020). Claimants also provide an extensive list of Documents that would be responsive. It would not be unreasonably burdensome for Respondents to identify and produce Documents related to the narrow and specific remedial activities that AMSAC conducted in the vicinity of the CMLO.	

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	• *Volumen Expediente Técnico de Obra* addressing the following AMSAC projects and other similar projects related to the CMLO: • *AMC-006-2007-AMSAC/Legal (Opinión legal sobre cómo influye la facultad de los titulares de las concesiones de poder solicitar prorrogas dentro del PAMA METALOROYA)* • *AMC-028-2007-AMSAC/LEGAL (Servicio de Asesoría Especializada Relacionados con los Proyectos u Obras de Remediación Ambiental)* • *Exoneración No. 001-2006-CMP/PAMA (Elaboración de los Términos de Referencia para el Proyecto Remediación de Áreas Afectadas por el Complejo Metalúrgico de La Oroya)* • *AL-C-019-2009* • *CPC-0009-2012-AMSAC*					

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	• *CPC-0010-2012-AMSAC* • *CPC-0015-2012-AMSAC* • *CPC-0017-2012-AMSAC* • *CPC-004-2013-AMSAC* • *CPC-005-2013-AMSAC* • *CPC-006-2013-AMSAC* • *CPC-007-2013-AMSAC* • *CPC-008-2013-AMSAC* • *CPC-001-2015-AMSAC* • *CPC-004-2015-AMSAC* • *CPC-005-2015-AMSAC* • *CPC-006-2015-AMSAC* • *CPC-007-2015-AMSAC* • *CPC-008-2015-AMSAC* • *CPC-009-2015-AMSAC* • *CPC-012-2015-AMSAC* • *CPC-001-2016-AMSAC* • *CPC-002-2016-AMSAC* • *CPC-003-2016-AMSAC* • *CPC-004-2016-AMSAC* • *CPC-005-2016-AMSAC* • *CPC-006-2016-AMSAC*					

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	• *CPC-007-2016-AMSAC* • *CPC-008-2016-AMSAC* • *CPC-009-2016-AMSAC* • *CPC-010-2016-AMSAC* • *CPC-011-2016-AMSAC* • *CPC-002-2017-AMSAC* • *CPC-003-2017-AMSAC* • *CPC-004-2017-AMSAC* • *CPC-005-2017-AMSAC* • *CPC-006-2017-AMSAC* • *CPC-007-2017-AMSAC* • *CPC-008-2017-AMSAC* • *CPC-009-2017-AMSAC* • *CPC-010-2017-AMSAC* • *CPC-012-2017-AMSAC* • *CPC-013-2017-AMSAC* • *CPC-014-2017-AMSAC* • *CPC-015-2017-AMSAC* • *CPC-016-2017-AMSAC* • *CPC-017-2017-AMSAC* • *CPC-001-2018-AMSAC* • *CPC-002-2018-AMSAC*					

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	• *CPC-003-2018-AMSAC* • *CPC-001-2019-AMSAC* • *CPC-002-2019-AMSAC* • *CPC-003-2019-AMSAC* • *CPC-004-2019-AMSAC* • *CPC-005-2019-AMSAC* • *CPC-006-2019-AMSAC* • *CPC-007-2019-AMSAC* • *CPC-001-2020-AMSAC* • *CPC-002-2020-AMSAC* • *CPC-003-2020-AMSAC* • *CPC-004-2020-AMSAC* • *Elaboración de Expediente Técnico más ejecución de Obra: Mejoramiento de Laderas en el Sector de Alto Marcavalle por Remediación de Suelos, en la ciudad de La Oroya, Provincia de Yauli - Junín* • *Elaboración de Expediente Técnico más ejecución de Obra: Mejoramiento de las áreas públicas y forestación de laderas en el AA.HH. La Florida Norman King,*					

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	orientado a la remediación de suelos, distrito de La Oroya, provincia de Yauli - Junín (Componente recubrimiento de suelos expuestos) • *Elaboración de Expediente Técnico más ejecución de Obra: Mejoramiento de las áreas públicas y forestación de laderas en el AA.HH. Las Mercedes Alto Perú, orientado a la remediación de suelos, distrito de La Oroya, provincia de Yauli - Junín (Componente recubrimiento de suelos expuestos)* • *Revisión de Expediente Técnico más ejecución de Obra: Mejoramiento de las Calles de los Barrios de Tacarpana y Muruhuay por Remediación de Suelos, distrito de Santa Rosa de Sacco, provincia de Yauli - Junín* • *Elaboración de Expediente Técnico más ejecución de Obra: Mejoramiento de las calles del AA.HH. Alto*					

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	Marcavalle por Remediación de suelos en la ciudad de La Oroya, provincia de Yauli - Junín • *Revisión de Expediente Técnico más ejecución de Obra: Mejoramiento del espacio recreativo aledaño al Complejo Habitacional Buenos Aires por Remediación de Suelos en la ciudad de La Oroya, provincia de Yauli - Junín* • *Revisión de Expediente Técnico más ejecución de Obra: Mejoramiento en los jirones: James Muir, Mariátegui, Prolongación Jr. Unión y Jr. Esmeralda en el sector de Tupac Amaru en la ciudad de La Oroya, provincia de Yauli - Junín* • *Revisión de Expediente Técnico más ejecución de Obra: Construcción de pistas y veredas, en las calles y pasajes del pueblo joven "El Porvenir" - 2da etapa*					

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	• *Elaboración de Expediente Técnico más ejecución de Obra: Mejoramiento de las áreas públicas y forestación de laderas en el AA.HH. La Florida Norman King, orientado a la remediación de suelos, distrito de La Oroya, provincia de Yauli - Junín (Componente áreas verdes)* • *Elaboración de Expediente Técnico más ejecución de Obra: Mejoramiento de las áreas públicas y forestación de laderas en el AA.HH. Las Mercedes Alto Perú, orientado a la remediación de suelos, distrito de La Oroya, provincia de Yauli - Junín (Componente áreas verdes)* • *Servicio de sensibilización ambiental en Instituciones Educativas de La Oroya* • *Servicio de elaboración, seguimiento, revisión de expedientes técnicos y estudios*					

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	• *Asesoría para elaboración de informes técnicos relacionados a la contaminación ambiental de La Oroya* • *Obra: Adecuación de depósito de los suelos afectados provenientes de las obras de remediación en la zona urbana de La Oroya - Yauli, Junín* • *Supervisión: Adecuación de depósito de los suelos afectados provenientes de las obras de remediación en la zona urbana de La Oroya - Yauli, Junín* • *Elaboración de expediente técnico más implementación de Vivero - La Oroya* • *Ejecución de Obra: Mejoramiento de las Áreas Públicas y Acondicionamiento de áreas verdes en Unión Huaymanta, distrito de La Oroya, provincia de Yauli - Junín (Meta 1: Recubrimiento*					

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	de suelos expuestos en Alameda Huaymanta) • *Supervisión de Obra: Mejoramiento de las Áreas Públicas y Acondicionamiento de áreas verdes en Unión Huaymanta, distrito de La Oroya, provincia de Yauli - Junín (Meta 1: Recubrimiento de suelos expuestos en Alameda Huaymanta)* • *Ejecución de Obra: Mejoramiento de las Áreas Públicas y Acondicionamiento de áreas verdes en Unión Huaymanta, distrito de La Oroya, provincia de Yauli - Junín (Meta 2: Recubrimiento de suelos expuestos en Victoria Perú)* • *Supervisión: Mejoramiento de las Áreas Públicas y Acondicionamiento de áreas verdes en Unión Huaymanta, distrito de La Oroya, provincia de Yauli - Junín (Componente áreas verdes)*					

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	• *Supervisión de Obra: Mejoramiento de Laderas en el Sector de Alto Marcavalle por Remediación de Suelos, en la ciudad de La Oroya, Provincia de Yauli - Junín* • *Supervisión: Mejoramiento de las áreas públicas y acondicionamiento de áreas verdes del AA.HH. San Vicente de Paul, distrito de La Oroya, provincia de Yauli - Junín (Componente recubrimiento de suelos expuestos)* • *Supervisión: Mejoramiento de las áreas públicas y forestación de laderas en el AA.HH. La Florida Norman King, orientado a la remediación de suelos, distrito de La Oroya, provincia de Yauli - Junín (Componente recubrimiento de suelos expuestos)* • *Supervisión: Mejoramiento de las áreas públicas y forestación de laderas en el AA.HH. Las Mercedes Alto*					

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	Perú, orientado a la remediación de suelos, distrito de La Oroya, provincia de Yauli - Junín (Componente recubrimiento de suelos expuestos) • *Difusión y/o sensibilización proyecto remediación de suelos - Etapa 2* • *Supervisión: Mejoramiento de las Calles de los Barrios de Tacarpana y Muruhuay por Remediación de Suelos, distrito de Santa Rosa de Sacco, provincia de Yauli - Junín* • *Supervisión: Mejoramiento de las calles del AA.HH. Alto Marcavalle por Remediación de suelos en la ciudad de La Oroya, provincia de Yauli - Junín* • *Supervisión: Mejoramiento del espacio recreativo aledaño al Complejo Habitacional Buenos Aires por Remediación de Suelos en*					

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	la ciudad de La Oroya, provincia de Yauli - Junín • *Supervisión: Mejoramiento en los jirones: James Muir, Mariátegui, Prolongación Jr. Unión y Jr. Esmeralda en el sector de Tupac Amaru en la ciudad de La Oroya, provincia de Yauli - Junín* • *Supervisión: Construcción de pistas y veredas, en las calles y pasajes del pueblo joven "El Porvenir" - 2da etapa* • *Supervisión: Implementación de proyecto "Fortalecimiento de Capacidades y Contribución al Desarrollo de Mitigación Ambiental en el Distrito de La Oroya, Provincia Yauli, Junín"* • *Elaboración de Expediente Técnico más ejecución de Obra: Mejoramiento de las áreas públicas y acondicionamiento de áreas verdes del AA.HH. San Vicente de Paul, distrito de La Oroya, provincia de Yauli -*					

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	Junín (Componente áreas verdes) • *Revisión de Expediente Técnico más ejecución de Obra: Mejoramiento de las áreas públicas por Reforestación mediante Siembra Manual y tratamiento paisajístico en la Periferia del Barrio de Tacarpana, distrito de Santa Rosa de Sacco, provincia de Yauli - Junín* • *Revisión de Expediente Técnico más ejecución de Obra: Mejoramiento del Espacio Recreativo mediante Reforestación y equipamiento de infraestructura urbana en el Parque Ecológico de Tacarpana, distrito de Santa Rosa de Sacco, provincia de Yauli - Junín* • *Difusión y/o sensibilización proyecto remediación de suelos - Etapa 3* • *Supervisión: Mejoramiento de las áreas públicas por*					

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	Reforestación mediante Siembra Manual y tratamiento paisajístico en la Periferia del Barrio de Tacarpana, distrito de Santa Rosa de Sacco, provincia de Yauli - Junín • *Supervisión: Mejoramiento del Espacio Recreativo mediante Reforestación y equipamiento de infraestructura urbana en el Parque Ecológico de Tacarpana, distrito de Santa Rosa de Sacco, provincia de Yauli - Junín* • *Supervisión: Mejoramiento de las áreas públicas y acondicionamiento de áreas verdes del AA.HH. San Vicente de Paul, distrito de La Oroya, provincia de Yauli - Junín (Componente áreas verdes)* • *Supervisión: Mejoramiento de las áreas públicas y forestación de laderas en el AA.HH. La Florida Norman King, orientado a la*					

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	remediación de suelos, distrito de La Oroya, provincia de Yauli - Junín (Componente áreas verdes) • *Supervisión: Mejoramiento de las áreas públicas y forestación de laderas en el AA.HH. Las Mercedes Alto Perú, orientado a la remediación de suelos, distrito de La Oroya, provincia de Yauli - Junín (Componente áreas verdes)*					
36.	Technical reports such as: • *Expediente Técnico* • *Ficha técnica y anexos* • *Estudio de Preinversión a Nivel de Perfil y anexos* • *Declaración de viabilidad y anexos* • *Términos de Referencia del Proyecto y anexos* • *Instrumento de Gestión Ambiental (IGA) y anexos* • *Estudio de Perfil y anexos*	A claim in this proceeding is that the failure of AMSAC and Peru to remediate contaminated soil, which was a result of decades of operation prior to DRP's operation of the Facility, contributed to exposure and injury alleged in the St. Louis litigation, for which the Claimant seeks indemnification under the STA (*see* Memorial § II.F). AMSAC alleges that it has implemented numerous remediation projects based on the GWI study (e.g., **Exhibit**		Respondents **object** to this request for the reasons explained below. **1) Overbroad** Claimants have failed to identify a sufficiently narrow category of documents in their request (*see* Article 3.3(a)(ii) of the IBA Rules). Claimants request all technical reports—including at least thirteen categories thereof—related to 66 discrete projects. In order to comply with this request, Respondents would need to locate and produce a minimum of 858 (i.e., 66 x 13) technical reports that Claimants	Respondents' objections to Request No. 36 are unavailing for the following reasons. **1) Request No. 36 is narrow and specific** Contrary to Respondents' assertions that this Request is overbroad, Request No. 36 describes with reasonable specificity a narrow category of Documents that would provide detail on Activos Mineros' remediation activities. Claimant also specified a relevant timeframe for projects (2007 through 2020). Claimants further provided extensive and detailed	Request denied

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	• *Estudio de Prefactibilidad y anexos* • *Estudio de Factibilidad y anexos* • *Opinión técnica y anexos* • *Opinión favorable y anexos* • *Plan de trabajo de elaboración de estudios del Proyecto* • *Estudio definitivo completo del Proyecto* Addressing public investment projects with the following SNIP codes or *códigos únicos de inversión*: • *216658* • *164640* • *151155* • *162751* • *164645* • *2543345* • *142568* • *144407* • *144174* • *217018*	**GBM-097**: AMSAC, 2013b) and that 80% of the required remediation in urban areas had been completed as of 2015 (**Exhibit GBM-087**: AMSAC, 2015b) (*see* Bianchi p. 101). *See also* Counter-Memorial ¶¶ 806-807. However, Dr. Bianchi opines that AMSAC failed to comply with its remedial obligations, and that AMSAC's remediation activities are incomplete and inconsistent with the findings of the 2008 GWI study and with industry practice (*see* Bianchi p. 101). The requested documents are relevant and material because they will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils impacted by historical emissions from the facility. The requested documents are within Respondents' possession, custody, or control,		allege to exist. Claimants have not provided a sound justification for why they seek such a broad category of documents. **2) Unreasonable Burden to Produce** Given the overbroad nature of Claimants' request, the request imposes an unreasonable burden on Respondents (*see* Article 9.2(c) of the IBA Rules) and is contrary to the principle of procedural economy (*see* Article 9.2(g) of the IBA Rules). **3) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome.	examples of responsive Documents as well as the various types of Documents which may contain information on Activos Mineros' remediation activities, because document title conventions may have varied and changed over time. Respondents should be able to identify responsive Documents with reasonable specificity. **2) It will not be an unreasonable burden for Respondents to produce responsive documents to Request No. 36** As discussed above, Request No. 36 describes with reasonable specificity a narrow category of Documents that would provide detail on Activos Mineros' remediation activities. Claimants also specified a relevant timeframe (2007 through 2020). Claimants further provided an extensive list of Documents that would be responsive. It would not be unreasonably burdensome for Respondents to identify and produce Documents related to the narrow and specific remedial activities that Activos	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	• *143620* • *152161* • *143606* • *142638* • *143611* • *2453543* • *2449211* • *2389693* • *143601* • *144410* • *380098* • *215826* • *215622* • *142557* • *153484* • *142662* • *2450147* • *155531* • *183428* • *2538423* • *2423169* • *288581*	and not within Claimants' possession, custody, or control.		Moreover, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009. (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not	Mineros conducted in the vicinity of the CMLO. **3) Request No. 36 is relevant to the Contract Case and material to its outcome** Claimants have alleged that Peru, Centromin, and later AMSAC, had an obligation to remediate soil in and around La Oroya under the STA (SoC (Contract Case), ¶ 246). Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case), ¶ 100). Contrary to Respondents' assertions that documents relating to AMSAC's remediation activities after June 2009 are not relevant to the Contract case, this remediation obligation is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	• *128446* • *354863* • *183249* • *299051* • *300231* • *215014* • *259766* • *142668* • *2457543* • *323032* • *147507* • *146249* • *142642* • *207958* • *373475* • *353901* • *206754* • *111506* • *176424* • *142651* • *111499* • *146166*			relevant to the Contract case and are immaterial to its outcome. Furthermore, even if Activos Mineros' post-2009 soil remediation activities were relevant and material, Claimants have not explained why each of the manifold requested documents is relevant and material. Claimants request all technical reports—including at least thirteen categories thereof—related to 66 discrete projects. Claimants claim that all such documents "will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils." Yet Claimants identify other documents that would accomplish the same objective in a more direct (and less burdensome) way. For example, in Request #46 (to which Respondents object on other grounds), Claimants request "[d]ocuments and communications submitted to and received from Peruvian entities such as OSINERGMIN and OEFA confirming that AMSAC remediation activities have been completed to the satisfaction of applicable agencies."	has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, the requested Documents which are related to AMSAC's remediation activities in the vicinity of the CMLO, including those after June 2009, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	• *326216* • *143533* • *2119314* • *215193* • *216591* • *175059* • *114934* • *375925* • *295478* • *372169* • *380183* • *135339*			The documents identified in the present request would not provide additional and material support for "Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils."	opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	
37.	Contraloría technical documents related to AMSAC soil remediation for the following INFOBRAS Codes: • *157* • *3251* • *14554* • *15142* • *15145* • *15852* • *15853*	A claim in this proceeding is that the failure of AMSAC and Peru to remediate contaminated soil, which was a result of decades of operation prior to DRP's operation of the Facility, contributed to exposure and injury alleged in the St. Louis litigation, for which the Claimant seeks indemnification under the STA (*see* Memorial § II.F).		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the document they seek is relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants have not identified what information the requested documents purport to contain. Rather, Claimants summarily conclude that the	Respondents' objections to Request No. 37 are unavailing for the following reasons. **1) Request No. 37 is relevant to the Contract Case and material to its outcome** Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents'	Request denied

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	• *15854* • *17535* • *17536* • *17537* • *42372* • *42818* • *44304* • *54446* • *54447*	AMSAC alleges that it has implemented numerous remediation projects based on the GWI study (e.g., **Exhibit GBM-097**: AMSAC, 2013b) and that 80% of the required remediation in urban areas had been completed as of 2015 (**Exhibit GBM-087**: AMSAC, 2015b) (*see* Bianchi p. 101). *See also* Counter-Memorial ¶¶ 806-807. However, Dr. Bianchi opines that AMSAC failed to comply with its remedial obligations, and that AMSAC's remediation activities are incomplete and inconsistent with the findings of the 2008 GWI study and with industry practice (*see* Bianchi p. 101). The requested documents are relevant and material because they will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils impacted by		documents will support Dr. Bianchi's conclusions. Moreover, Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Furthermore, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June	attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		historical emissions from the facility. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome. Even if Activos Mineros' post-2009 soil remediation activities were relevant and material, Claimants have not explained why each of the requested documents is relevant and material. Claimants request all "[c]ontraloría technical documents] related to 16 discrete projects. Claimants claim that all such documents "will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils." Yet Claimants identify other documents that would accomplish the same objective in a more direct (and less burdensome) way. For example, in Request #46 (to which Respondents object on other grounds), Claimants request	undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, technical documents requested from the Contraloria related to AMSAC soil remediation, including those after June 2009, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis and are inconsistent with engineering and regulatory practice.	

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				"[d]ocuments and communications submitted to and received from Peruvian entities such as OSINERGMIN and OEFA confirming that AMSAC remediation activities have been completed to the satisfaction of applicable agencies." The documents identified in the present request would not provide additional and material support for "Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils."		
38.	CENTROMIN monitoring reports (whether submitted or not to regulatory agencies) for air, water, soil, emissions, and/or effluents conducted in La Oroya and surroundings, including south to Huari, north to Paccha and east to Yauli from 1974 to 1997.	Dr. Bianchi opined that DRP's standards and practices were significantly more protective of the environment and of public health than those of CENTROMIN (*see* Bianchi p. 32) and presented historical trends of air emissions and effluent discharges (*see* Bianchi pp. 60-63 and 72-32), which support his opinion. Dr. Bianchi also noted that historical air quality data (pre-1996) are		Respondents agree to conduct reasonable searches and produce Centromín's monitoring reports for air quality, emissions, and soil from 1990-1997 to the extent such reports exist and remain in Respondents' possession. Respondents **object** to the remainder of Claimants' request for the reasons stated below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek related to water quality and effluents are	Claimants note that Respondents "agree to conduct a reasonable searches [sic] and produce Centromín's monitoring reports for emissions, and soil from 1990-1997 to the extent such reports exist and remain in Respondents' possession[.]" Respondents' objections to Request No. 38, however, are unavailing for the following reasons. **1) Request No. 38 is relevant to the Contract Case and material to its outcome**	The Tribunal takes note with respect to Centromín's monitoring reports for air quality, emissions, and soil from 1990-1997. Request denied with respect to the remainder.

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		questionable (*see* Bianchi p. 66). Respondents, however, allege that air quality worsened under DRP's operations (*see* Counter-Memorial ¶¶ 188-189). The requested documents are relevant and material because the data will provide a historical baseline for air, water, soil, emissions, and/or effluents starting when CENTROMIN began operating the facility in 1974. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants' own expert, Dr. Schoof, opines that water contamination did not constitute a significant pathway for the Missouri Plaintiffs' exposure to lead and sulfur dioxide (*see* Schoof Expert Report, pp. 17–21). Moreover, the Missouri Plaintiffs' expert estimated the plaintiffs' blood lead levels based on air emissions alone using a methodology that excluded existing contamination in soil and water that pre-dated October 1997 (**Exhibit R-295, pp. 2-6**). Accordingly, Centromín's monitoring reports of water and effluents are not relevant to this case or material to its outcome. Claimants have also failed to demonstrate that monitoring reports from the period before 1990 are relevant to the Contract Case and material to its outcome. Clause 5.3 of the STA provides that DRP will assume liability for acts that are exclusively attributable to it and not related to its PAMA, only insofar as	Respondents apparently do not object to the relevance and materiality of the requested monitoring reports. Nor can they, because the reports would provide a historical baseline for air, soil, and emissions, prior to DRP's operation of the CMLO. It follows that monitoring reports *prior* to 1990 will similarly provide relevant and material information on the historical baseline, in support of Dr. Bianchi's opinion that "DRP's Efforts Drastically Reduced CMLO Emissions and Improved Environmental Quality in La Oroya" (*see* Bianchi Report, at 69-82). Respondents' assertions that "Centromín's monitoring reports of water and effluents are not relevant to this case or material to its outcome" are misplaced. Dr. Bianchi opined that water quality in the Mantaro River improved due to DRP's practices (*see* Bianchi Report, at 81-82). Respondents disagreed, alleging that emissions affected all surfaces, including water (Counter-Mem. (Contract Case), ¶ 310). Respondents and their expert, Mr. Dobbelaere, cite	

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				said acts were the result of standards and practices that were less protective of the environment or of public health "than those that were pursued by Centromín until the date of execution of this Contract." Monitoring reports dating earlier than 1990 are irrelevant to any comparison of DRP's and Centromín's standards and practices.	to the Knight Piésold Report, an environmental assessment that Centromin commissioned and provided to bidders during the sale of the CMLO, in order to support the allegation that DRP took a "worse than a status quo approach . . . to its operation of the CMLO" (Counter-Mem. (Contract Case), ¶ 187; Dobbelaere Report, ¶ 78). Centromin, as the client, had discretion and control over the final version, and thus control over the information provided in the Knight Piesold report. In light of Respondents' allegations that DRP's practices were "worse than a status quo approach" and affected all surfaces, all environmental monitoring reports, including water and effluent reports would be relevant to the Contract Case and material to its outcome, because they would establish the environmental baseline, and to further demonstrate that DRP's practices were more protective of the environment than Centromin's.	

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39.	Oversight reports, from 1997 to 2015, prepared on the basis of visits by Peruvian regulatory agencies such as OEFA, OSINERGMIN, DIGESA, and the Ministry of Energy and Mines to assess CENTROMIN's compliance with its environmental obligations in La Oroya and surroundings, including south to Huari, north to Paccha and east to Yauli.	Dr. Bianchi opines that CENTROMIN was obligated to remediate soil contamination caused by CMLO operations and emissions (*see* Bianchi p. 94). However, Ms. Alegre opines that "… the PAMA did not contemplate the obligation to remedy the soils" (*see* Alegre p. 34) and presents audits of CENTROMIN's activities for 2003 and 2004 (**Exhibits AA-054 and AA-057**) to support her position. Therefore, the requested documents are relevant and material because they will provide the results of audits of CENTROMIN's activities conducted in years other than 2003 and 2004 (i.e., from 1997 to 2015), which will further describe CENTROMIN's PAMA obligations. The requested documents are within Respondents' possession, custody, or control,		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. **2) Overbroad** Claimants have not requested a narrow and specific category of documents (Article 3.3(a) of the IBA Rules). Claimants request documents related to Centromín's environmental obligations, but the STA only required Centromín to complete its PAMA, as amended (**Exhibit C-001**, Clause 6.1). Claimants' request for Centromín's unrelated environmental obligations is therefore overbroad.	Respondents' objections to Request No. 39 are unavailing for the following reasons. **1) Request No. 39 is relevant to the Contract Case and material to its outcome** Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA.	Request denied

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		and not within Claimants' possession, custody, or control.		Moreover, Claimants request documents related to Centromín's activities through 2015, but Centromín ceased to be party to the STA in 2007 (Alegre Expert Report, fn 45). Therefore, Claimants' request for documents related Centromín's post-2007 activities is also overbroad. Insofar as Claimants seek to request documents that relate to Activos Mineros' post-2007 remediation activities, that request would also be overbroad. All of Activos Mineros' remediation activities took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri	Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, requested oversight reports are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims.	inconsistent with engineering and regulatory practice. Note also that Supreme Decree DS-058-2006-EM established that remediation projects derived from the Centromin PAMAs or closure plans would be subrogated to AMSAC, and that they would be subject to the regular oversight processes by relevant entities. Therefore, post-2007 documents related to oversight of both Centromin and AMSAC are relevant to the Contract Case and material to its outcome. **2) Request No. 39 is narrow and specific** Contrary to Respondents' assertions that Claimants "have not requested a narrow and specific category of documents," Request No. 39 describes with reasonable specificity a narrow category of Documents (oversight reports) that would provide detail on Centromin's remediation activities. Claimants have also specified a relevant time frame (1997-2015) and geographic location. Respondents	

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					should be able to identify responsive Documents with reasonable specificity. Respondents assert that this Request is "overbroad" because it seeks Documents related to "Centromín's activities through 2015," even though "Centromín ceased to be party to the STA in 2007." But Respondent's expert, Dr. Alegre—to whom Respondents cite—clearly states that "Centromin assigned its contractual position to Activos Mineros" (Alegre Report, fn. 45). Documents related to Activos Mineros's activities until 2015 would thus be covered under this request. Respondents' objection to the scope of this Request is largely based on the faulty premise that Centromin only had an obligation to remediate under the PAMA. This approach by the Respondents is flawed, as Centromin had obligations outside the scope of the PAMA, including remediation of contaminated soils under the STA, as discussed above (*see also* SoC (Contract Case), ¶ 246).	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
40.	Environmental management instrument (IGA) or equivalent and related documents, such as approvals and operating licenses (including drafts and comments from applicable Peruvian agencies) prepared as part of the permitting process for the landfill in the Huaynacancha area used by AMSAC to dispose of contaminated soil from its purported remedial activities.	AMSAC alleges that it has implemented numerous remediation projects (e.g. **Exhibit GBM-097**: AMSAC, 2013b). *See also* Counter-Memorial ¶¶ 806-807. AMSAC further alleges that it has built a landfill in the Huaynacancha area to dispose of contaminated soil that allegedly resulted from the historical emissions of the CMLO (*see* Bianchi p. 116). As Dr. Bianchi noted, AMSAC's poor practices for disposal of contaminated soil represent a risk to nearby residents (*see* Bianchi p. 117). The requested documents are relevant and material because, per Peruvian regulations (e.g., DS-014-2017-MINAM and DS-019-2009-MINAM), a landfill for disposal of hazardous materials must meet certain requirements, including obtaining the approval of an environmental management instrument (IGA), such as an Environmental Impact		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming	Respondents' objections to Request No. 40 are unavailing for the following reasons. **1) Request No. 40 is relevant to the Contract Case and material to its outcome** Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA.	Request granted

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		Statement. Therefore, the requested documents will show whether the landfill was built according to regulations, which would have reduced the impact it causes to human health and the environment. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome.	Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, the requested Environmental management instrument (IGA) or equivalent and related documents, such as approvals and operating licenses (including drafts and comments from applicable Peruvian agencies) prepared as part of the permitting process for the landfill in the Huaynacancha area used by	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					AMSAC to dispose of contaminated soil from its purported remedial activities, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	
41.	Regulatory oversight and compliance documents for the landfill in the Huaynacancha area used by AMSAC to dispose of contaminated soil from its purported remedial activities.	AMSAC alleges that it has implemented numerous remediation projects (e.g., **Exhibit GBM-097**: AMSAC, 2013b). *See also* Counter-Memorial ¶¶ 806-807. AMSAC further alleges that it has built a landfill in the Huaynacancha area to dispose of contaminated soil, which was allegedly contaminated as a result of historical CMLO emissions (*see* Bianchi p. 116). As Dr. Bianchi noted, AMSAC's poor practices for disposal of contaminated soil represent a risk to nearby		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities	Respondents' objections to Request No. 41 are unavailing for the following reasons. **1) Request No. 41 is relevant to the Contract Case and material to its outcome** Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents' attempts to tie the relevance and materiality of this Request exclusively	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		residents (*see* Bianchi p. 117). Contaminated soil was placed as piles to await disposal, and no effort was made by the Peruvian authorities to reduce dust from the piles or to protect the piles of contaminated soil from wind erosion (*see* Bianchi p. 114). Therefore, the requested documents are relevant and material because they will support Dr. Bianchi's opinion that exposure to contaminated soil, which was a result of decades of operation prior to DRP's operation of the facility, is the driver for higher BLLs, and that this unnecessary exposure was the result of AMSAC's poor practices. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating	to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome.	and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, requested regulatory oversight and compliance documents for the landfill in the Huaynacancha area used by AMSAC to dispose of contaminated soil from its purported remedial activities, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects not only fail to constitute remediation under Peruvian guidelines, but also have no scientific basis, and are inconsistent with engineering and regulatory practice.	
42.	Certificates of registration (i.e., licenses to operate as a hazardous waste transporter) for the transporters of the hazardous waste and waste manifests for the removal and transportation of soil removed by AMSAC as part of	AMSAC alleges that it has implemented numerous remediation projects (e.g., **Exhibit GBM-097**: AMSAC, 2013b). *See also* Counter-Memorial ¶¶ 806-807. AMSAC further alleges that it has built a		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are	Respondents' objections to Request No. 42 are unavailing for the following reasons. **1) Request No. 42 is relevant to the Contract Case and material to its outcome**	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
	remediation activities for impacts allegedly caused by emissions from the CMLO.	landfill in the Huaynacancha area to dispose of contaminated soil, which was allegedly contaminated as a result of historical CMLO emissions (*see* Bianchi p. 116). As Dr. Bianchi noted, AMSAC's poor practices for disposal of contaminated soil represent a risk to nearby residents (*see* Bianchi p. 117). Per Peruvian regulations (e.g., DS-014-2017-MINAM), the loading and transport of hazardous materials must meet certain requirements, but no effort was made to reduce dust or protect the piles of contaminated soil from wind erosion (Bianchi p. 114). The requested documents are relevant and material because they will support Dr. Bianchi's opinion that exposure to contaminated soil, which was a result of decades of operation prior to DRP's operation of the facility, is the driver for higher BLLs, and that this unnecessary		relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages	Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		exposure was the result of AMSAC's poor practices. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome.	report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, the requested certificates of registration (i.e., licenses to operate as a hazardous waste transporter) for the transporters of the hazardous waste and waste manifests for the removal and transportation of soil removed by AMSAC as part of remediation activities for impacts allegedly caused by emissions from the CMLO, including those after June 2009, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute	

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					remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	
43.	Documents confirming that AMSAC submitted the Contaminated Soil Identification Reports required by DS-002-2013-MINAM and DS-002-2014-MINAM for the soil remediation work undertaken in the La Oroya area and surroundings, including south to Huari, north to Paccha and east to Yauli.	In 2014, Peru's Ministry of the Environment enacted DS-002-2014-MINAM (**Exhibit GBM-118**), which described the process that operating entities should follow to assess whether contaminated soil was present at a site and, if so, whether it required remediation based on the soil remediation criteria published in DS-002-2013-MINAM (**Exhibit GBM-111**) (*see* Bianchi p. 101). DS-002-2014-MINAM (**Exhibit GBM-118**) required that site assessment and remediation follow a process that consisted of three phases: • Identification phase (i.e., site characterization to identify areas that exceed soil cleanup criteria)		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the	Respondents' objections to Request No. 43 are unavailing for the following reasons. **1) Request No. 43 is relevant to the Contract Case and material to its outcome** Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		• Characterization phase (i.e., detailed sampling to assess the extent of contamination above a site-specific health-based cleanup level and to propose appropriate remedial measures); and • Remediation phase (i.e., conducting remediation and soil confirmation sampling activities). AMSAC alleges that it has implemented numerous remediation projects based on the GWI study (e.g., **Exhibit GBM-097**: AMSAC, 2013b) and that 80% of the required remediation in urban areas had been completed as of 2015 (**Exhibit GBM-087**: AMSAC, 2015b) (*see* Bianchi p. 101). *See also* Counter-Memorial ¶¶ 806-807. However, a review of available AMSAC documents and a search of the Ministry of Energy and Mines and OEFA websites did not yield any		period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome.	Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, requested documents confirming that AMSAC submitted the Contaminated Soil Identification Reports required by DS-002-2013-	

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		documents that would suggest that AMSAC has followed the process required by the 2013 or 2017 regulations for site identification, characterization, or remediation. Dr. Bianchi opines that AMSAC failed to comply with its remedial obligations, and that AMSAC's remediation activities are incomplete and inconsistent with the findings of the 2008 GWI study and with industry practice (*see* Bianchi p. 101). Therefore, the requested documents are relevant and material because they will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils impacted by historical emissions from the facility, as required by the 2013 and 2017 regulations for site identification, characterization, or remediation.			MINAM and DS-002-2014-MINAM for the soil remediation work undertaken in the La Oroya area and surroundings, including south to Huari, north to Paccha and east to Yauli, including those after June 2009, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.				
44.	Documents confirming that AMSAC submitted the Soil Remediation Reports required by DS-002-2014-MINAM for the soil remediation work undertaken in the La Oroya area and surroundings, including south to Huari, north to Paccha and east to Yauli.	In 2014, Peru's Ministry of the Environment enacted DS-002-2014-MINAM (**Exhibit GBM-118**), which described the process that operating entities should follow to assess whether contaminated soil was present at a site and, if so, whether it required remediation based on the soil remediation criteria published in DS-002-2013-MINAM (**Exhibit GBM-111**) (*see* Bianchi p. 101). DS-002-2014-MINAM (**Exhibit GBM-118**) required that site assessment and remediation follow a process that consisted of three phases: • Identification phase (i.e., site characterization to identify areas that exceed soil cleanup criteria)		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). The requested documents relate solely to Activos Mineros' soil remediation activities. Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however,	Respondents' objections to Request No. 44 are unavailing for the following reasons. **1) Request No. 44 is relevant to the Contract Case and material to its outcome** Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in	Request granted

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		• Characterization phase (i.e., detailed sampling to assess the extent of contamination above a site-specific health-based cleanup level and to propose appropriate remedial measures); and • Remediation phase (i.e., conducting remediation and soil confirmation sampling activities). AMSAC alleges that it has implemented numerous remediation projects based on the GWI study (e.g., **Exhibit GBM-097**: AMSAC, 2013b) and that 80% of the required remediation in urban areas had been completed as of 2015 (**Exhibit GBM-087**: AMSAC, 2015b) (*see* Bianchi p. 101). *See also* Counter-Memorial ¶¶ 806-807. However, a review of available AMSAC documents and a search of the Ministry of Energy and Mines and OEFA websites did not yield any		expressly limit their damages to the period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome.	Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, requested documents confirming that AMSAC submitted the Soil Remediation Reports required by DS-002-2014-MINAM for the soil	

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		documents that would suggest that AMSAC has followed the process required by the 2013 or 2017 regulations for site identification, characterization, or remediation. Dr. Bianchi opines that AMSAC failed to comply with its remedial obligations, and that AMSAC's remediation activities are incomplete and inconsistent with the findings of the 2008 GWI study and with industry practice (*see* Bianchi p. 101). Therefore, the requested documents are relevant and material because they will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils impacted by historical emissions from the facility, as required by the 2013 and 2017 regulations for site identification, characterization, or remediation.			remediation work undertaken in the La Oroya area and surroundings, including south to Huari, north to Paccha and east to Yauli, including those after June 2009, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice.	

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		The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.				
45.	Documents, including the request and approval resolution, related to the updated PAMA that CENTROMIN or AMSAC had to submit to comply with Art. 7 of DS-002-2013-MINAM.	In March 2013, the Peruvian Government issued Peru's first numerical remediation criteria (the soil environmental quality standards or "soil ECAs"). Article 7 of this Decree required operators, such as AMSAC, to update their environmental instruments (e.g., PAMAs or other applicable IGAs) to comply with the new soil ECAs. AMSAC alleges that it has implemented numerous remediation projects based on the GWI study (e.g., **Exhibit GBM-097**: AMSAC, 2013b) and that 80% of the required remediation in urban areas had been completed as of 2015 (**Exhibit GBM-087**: AMSAC, 2015b) (*see* Bianchi p. 101).		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility	Respondents' objections to Request No. 45 are unavailing for the following reasons. **1) Request No. 45 is relevant to the Contract Case and material to its outcome** Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		See also Counter-Memorial ¶¶ 806-807. Therefore, the requested documents are relevant and material because they will confirm whether AMSAC has completed remediation projects in compliance with the new soil ECAs set forth in Art. 7 of DS-002-2013-MINAM. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		(viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome. Furthermore, even if Activos Mineros' post-2009 soil remediation activities were relevant and material, Claimants have not explained why each of the requested documents is relevant and material. Claimants	Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, requested Documents, including the request and approval resolution related to the updated PAMA that CENTROMIN or AMSAC	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
				request all documents related to Activos Mineros' update of its environmental instrument, as required by a 2013 regulation. Claimants provide no reasoning to support their claim that all such documents "will support Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils." Moreover, Claimants identify other documents that would accomplish the same objective in a more direct (and less burdensome) way. For example, in Request #46 (to which Respondents object on other grounds), Claimants request "[d]ocuments and communications submitted to and received from Peruvian entities such as OSINERGMIN and OEFA confirming that AMSAC remediation activities have been completed to the satisfaction of applicable agencies." The documents identified in the present request would not provide additional and material support for "Dr. Bianchi's opinion that AMSAC has failed to comply with its obligation to remediate soils."	had to submit to comply with Art. 7 of DS-002-2013-MINAM, including those after June 2009, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, have no scientific basis, and are inconsistent with engineering and regulatory practice. Note that this request differs from Request No. 46. Request No. 46 is related to oversight of Centromin obligations by the appropriate regulatory agencies. Request No. 45, on the other hand, is in regard to updating Centromin's soil remediation plan, program, and obligations to comply with the new soil clean-up standards, as required by Article 7 of DS-002-2013-MINAM.	

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46.	Documents and communications submitted to and received from Peruvian entities such as OSINERGMIN and OEFA confirming that AMSAC remediation activities have been completed to the satisfaction of applicable agencies.	DS-002-2014-MINAM (**Exhibit GBM-118**) required that a remediation completion report be submitted confirming that concentrations of chemicals in remaining soil after remediation comply with the soil ECAs. Dr. Bianchi indicates that he has been unable to identify any documents that would suggest that AMSAC has adhered to the process required by the 2013 or 2017 regulations for site identification, characterization, or remediation (*see* Bianchi p. 101). Consequently, the requested documents are relevant and material to determine whether AMSAC complied with the applicable regulations for proper remediation. The requested documents are within Respondents' possession, custody, or control,		Respondents **object** to this request for the reasons explained below. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Respondents explain in their response to Request # 9 that Centromin's completion of its PAMA and its remediation activities are irrelevant to the Contract Case and immaterial to its outcome. Moreover, the requested documents relate only to Activos Mineros' remediation activities, all of which took place after June 2009 (Contract Counter-Memorial, ¶ 809). The Missouri Plaintiffs, however, expressly limit their damages to the period that DRP operated the Facility (viz., October 1997-June 2009) (Contract Counter Memorial, ¶¶ 707-713, 718, 809). While Respondents have cited numerous statements of	Respondents' objections to Request No. 46 are unavailing for the following reasons. **1) Request No. 46 is relevant to the Contract Case and material to its outcome** Respondents acknowledged that under Clause 6.1(c) of the STA, Centromin was responsible for the remediation of areas affected by historical emissions, as well as by emissions during the PAMA period (Counter-Mem. (Contract Case) ¶ 100). Respondents' attempts to tie the relevance and materiality of this Request exclusively to Centromin's failure to complete their PAMA obligations are misplaced, because Respondents' remediation obligation under the STA is entirely independent of Centromin's responsibility (and now, AMSAC's responsibility) to perform its PAMA obligations, which is set forth in Clause 6.1(a) of the STA, and entirely independent of the third-party claims in the St. Louis Lawsuits. Centromin	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		and not within Claimants' possession, custody, or control.		the Missouri Plaintiffs confirming that they do not seek damages for the period after June 2009, Claimants—who, unlike Respondents, have access to the entire Missouri Litigation docket—have not cited a single document demonstrating that the Missouri Plaintiffs seek damages based on exposure to lead after June 2009. Therefore, the question of whether Activos Mineros successfully completed its soil remediation projects has no bearing on the Missouri Plaintiffs' claims. Accordingly, any documents relating to Activos Mineros' remediation activities after June 2009 are not relevant to the Contract case and are immaterial to its outcome.	has failed to comply with its soil remediation obligation under the STA. Claimants alleged that Peru, Centromin, and later AMSAC, "breached the STA and/or the Guaranty Agreement by failing to remediate the soil in and around La Oroya" (SoC (Contract Case), ¶ 246). Dr. Bianchi also opined in his expert report that it was not reasonable for Centromin, and later for AMSAC to delay its remediation of impacted areas in and around La Oroya (*see* Bianchi Report, at 97-98). He also opined that Centromin's failure to determine the extent of CMLO impacts and to undertake adequate remedial measures increased the potential exposure to lead and other heavy metals by residents living and/or working in the affected areas of La Oroya (*see* Bianchi Report, at 111-120). Therefore, requested Documents and communications submitted to and received from Peruvian entities such as OSINERGMIN and OEFA confirming that AMSAC remediation activities have been completed to the satisfaction of applicable agencies, including those	

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
					after June 2009, are relevant to the Contract Case and material to its outcome because they will (i) support Dr. Bianchi's opinions that AMSAC's remediation has been insufficient and (ii) confirm that AMSAC's projects fail to constitute remediation under Peruvian guidelines, but also have no scientific basis, and are inconsistent with engineering and regulatory practice.	
47.	OSINERGMIN and OEFA documents related to regulatory oversight of Doe Run Peru in Liquidation (DRPiL)'s Corrective Environmental Management Instrument (IGAC) approved in 2015.	The Peruvian government enacted Supreme Decree No. 003-2014-MINAM (**Exhibit GBM-055**) to allow operating facilities to come into compliance with updated air quality standards using a Corrective Environmental Management Instrument (or IGAC, for its acronym in Spanish) (*see* Bianchi p. 30). Dr. Bianchi indicates that even though several years had elapsed since the IGAC was approved, he did not observe any ongoing projects at the		Respondents **object** to this request on the following grounds. **1) Lack of Relevance and Materiality** Claimants have failed to demonstrate that the documents they seek are relevant to this proceeding or material to its outcome (see Articles 3.3(b) and 9.2(a) of the IBA Rules). Claimants argue that the requested documents are "relevant and material because they will confirm whether DRP was subjected to a different compliance standard than other entities in Peru." Whether DRP was	Respondents' objections to Request No. 47 are unavailing for the following reasons. **1) Request No. 47 is relevant to the Contract Case and material to its outcome** Request No. 47 seeks Documents that are relevant to the Contract Case and material to its outcome, in accordance with Articles 3.3(b) and 9.2(a) of the IBA Rules. Claimants seek OSINERGMIN and OEFA Documents related to regulatory oversight of Doe Run Peru in Liquidation (DRPiL)'s Corrective	Request granted

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		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		CMLO during his 2019 visits. He was also unable to find any documents confirming that DRPiL had begun the modernization projects or indicating that OEFA had identified this lack of progress as a violation (*see* Bianchi p. 32). Therefore, the OSINERGMIN and OEFA documents related to regulatory oversight of DRPiL's 2015 Corrective Environmental Management Instrument information are relevant and material because they will confirm whether DRP was subjected to a different compliance standard than other entities in Peru. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.		subjected to a different compliance standard than, in this case, DRPiL is not, however, the basis or a part of any of the Claimants' claims (see ¶ 246 of the Contract Memorial). The Claimants have made no effort to link this request to any claim raised in the Memorial. It is therefore difficult to see how the requested documents could have any relevance to any substantive issue at dispute. **2) Overbroad** Claimants have not provided a specific enough description of the category of requested documents (Article 3.3(a) of the IBA Rules). Claimants request "OSINERGMIN and OEFA documents related to regulatory oversight of [DRPiL]'s Corrective Environmental Management Instrument (IGAC) approved in 2015." Claimants have made no effort to confine this request to a narrow and specific category of documents in Respondents' possession, custody or control, both with respect to the subject matter of documents and/or	Environmental Management Instrument (IGAC), which was approved in 2015. Respondents' assertions that requested bankruptcy Documents do not have "any relevance to any substantive issue at dispute" are unfounded, because they themselves have made a number of assertions against Claimants concerning the bankruptcy proceeding in their Counter-Memorial (*see*, *e.g.*, Counter-Mem. (Contract Case), ¶ 167, 175, 179). Respondents cannot put forth factual allegations about the bankruptcy proceedings in their Counter-Memorial, and simultaneously claim that requested Documents with information of Peru's treatment of entities *during the bankruptcy proceedings* are not relevant to this Case or material to its outcome. **2) Request No. 47 is narrow and specific** Contrary to Respondents' assertions that "Claimants have made no effort to confine this request to a narrow and specific category," this request is narrow both in timeframe (i.e., 2015-present, as the IGAC was only	

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				the timeframe during which they should have been issued. Respondents cannot be expected to bear the burden of searching for documents in an unspecified timeframe, and in a broad category of documents. Respondents reserve their right to develop this objection should Claimants decide to maintain and further develop Request No. 47.	approved in 2015), and with respect to regulatory agency (OSINERGMIN and OEFA). Contrary to Respondents' assertions, they should be able to identify requested OSINERGMIN and OEFA Documents related to regulatory oversight of DRPiL's IGAC with reasonable specificity.	
48.	Back-up BLL data for DIRESA, 2019 (CARTA No, 28-2019-GRJ-DSRJ-CEI/LTAIP) – Source of BLL Categories for 2011 through 2019 for communities incl. La Oroya Antigua, La Oroya Nueva, Santa Rosa de Sacco, Paccha, Huari, Yauli, Morococha.	Respondent claims that the Facility's contemporaneous emissions were the primary human exposure pathway to lead, and that blood lead measurements reflect these contemporaneous exposures (*see* Counter-Memorial ¶¶ 299-300). Mr. Connor, however, opines that soils contaminated due to historical operations prior to DRP's acquisition of the facility have always contributed to exposure and will continue to do so, until AMSAC fulfills its		Respondents will produce the requested document to the extent it remains in Respondents' possession.	Claimants note that Respondents have agreed to produce the requested Document.	No decision required

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		obligation to remediate (*see* Connor p. 27). Therefore, the requested documents are relevant and material because they would allow for evaluation of the relationship between facility emissions and blood lead measurements. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.				
49.	All available blood lead data collected between 1999 and present, including location and age, from the La Oroya Health Center and other health centers in X, Y, Z La Oroya Antigua, La Oroya Nueva, Santa Rosa de Sacco, Paccha, Huari, Yauli, Morococha, Chucchis, Casaracra, Chulec. Huayhuay, Yauli, Curipata, Marcavalle, and other surrounding areas, as available.	Respondent claims that the Facility's contemporaneous emissions were the primary human exposure pathway to lead, and that blood lead measurements reflect these contemporaneous exposures (*see* Counter-Memorial ¶¶ 299-300). Mr. Connor, however, opines that soils contaminated due to historical operations prior to DRP's acquisition of the facility have always contributed		Respondents will conduct reasonable searches and produce the requested documents to the extent they remain within Respondents' possession.	Claimants note that Respondents have agreed to produce the requested Document.	No decision required

No.	Documents or category of documents requested (requesting Party) (May 6, 2022)	Relevance and materiality, incl. references to submission (requesting Party) (May 6, 2022)		Reasoned objections to document production request (objecting Party) (May 20, 2022)	Response to objections to document production request (requesting Party) (June 3, 2022)	Decision (Tribunal) (June 24, 2022)
		References to Submissions, Exhibits, Witness Statements or Expert Reports	Comments			
		to exposure and will continue to do so, until AMSAC fulfills its obligation to remediate (*see* Connor p. 27). Therefore, the requested documents are relevant and material because they would allow for evaluation of the relationship between facility emissions and blood lead measurements. The requested documents are within Respondents' possession, custody, or control, and not within Claimants' possession, custody, or control.				
50.	Resolución No. 449-2006-MEM–DGM/V from 4 April 2006	This document is referenced in Ms. Alegre's expert report, but not exhibited (*see* Alegre p. 37).		Respondents will produce the requested document.	Claimants note that Respondents have agreed to produce the requested Document.	No decision required
51.	Informe No. 254-2006-MEM-DGM-FMI/MA	This document is referenced in Ms. Alegre's expert report, but not exhibited (*see* Alegre p. 37).		Respondents will produce the requested document.	Claimants note that Respondents have agreed to produce the requested Document.	No decision required

Anexo B
Cronograma de Redfern de los Demandados

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
1.	Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to October 2009 that explain, summarize, detail, address, discuss, or analyze DRP's planned capital expenditures timeline (if different than as specified in **IK-019**, 10 Year Master Plan Report, Fluor Daniel, September 1998). (Treaty Case)	Renco alleges in its Treaty Memorial (¶¶ 6, 189, 205, 291) that it spent over USD 300 million on its "PAMA projects." In support, Renco only submits **Exhibit C-141**, October 2009 PowerPoint, which in slide 19 allegedly shows "the total amounts spent on the PAMA and related projects" (*see* footnote 237 of Renco's Memorial). With its Treaty Counter-Memorial, Peru submitted as an exhibit the report Flour Daniel produced in September 1998 for DRP Management called the 10-Year Master Plan ("**Master Plan**") (*see* **IK-019**), which outlined the projects required to accomplish DRP's production goals at the Facility and the PAMA obligations from 1998 through year 2007 (*see* Kunsman Expert Report, ¶ 69). However, as pointed out in paragraph 70 of the Kunsman Expert Report, DRP's audited financial statements note "that the total estimated investment amount changed over time." As a result, there is a discrepancy regarding DRP's planned capital expenditures as outlined in the Master Plan versus what was reported in DRP's audited financial statements.		Claimant Renco objects to Request No. 1 for the following reasons. *First*, Request No. 1 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 1 spans a period of 12 years, from October 1997 to October 2009. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 1 seeks all Documents that "explain, summarize, detail, address, discuss, or analyze" DRP's planned capital expenditures if it is at all "different than as specified" in IK-019. However, Peru does not provide any explanation of the significance of the IK-019 document, other than that it is a "report Fluor Daniel produced in September 1998 for DRP Management"). - Peru also fails to state with any specificity what kind of Documents would be responsive	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to October 2009; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing;	Request denied.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		The requested Documents are relevant to the Treaty Case and material to its outcome because, in part, Renco claims that it was not afforded fair and equitable treatment because of the "radical transformation and expansion of DRP's undertaking to improve the Complex's environmental performance[.]" (Treaty Memorial, ¶ 202). The requested documents will allow Peru and the Tribunal to fully evaluate and determine the true cause of DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall.		to Request No. 1. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 1 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, documents related to DRP's planned capital expenditures, which would purportedly show "the true cause of DRP's failure to comply with its PAMA and STA obligations," have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim against DRP, and (iii) interfering with DRP's restructuring plans.	(d) DRP's planned capital expenditures timeline (if different than as specified in **IK-019**, 10 Year Master Plan Report, Fluor Daniel, September 1998). This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. With respect to the 12-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date DRP had to complete the Sulfuric Acid Plant Project under the 2006 Extension. Renco also claims that Peru does not provide any explanation of the significance of the IK-019 document, that argument is incorrect. In its request, Peru noted that IK-019 "outlined the projects required to accomplish	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				- Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 1 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 1 is unreasonably burdensome and Renco should not have	DRP's production goals at the Facility and the PAMA obligations from 1998 through year 2007." It cannot be a serious argument that the projects required to accomplish DRP's PAMA obligations, as well as the plan to reach that goal, is not relevant and material to the outcome of the arbitration. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Peru's Request No. 1 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 1. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago.	Secondly, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the true cause of DRP's failure to comply with its PAMA and STA obligations, "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. While it is true that Peru maintains that its actions do not amount to a Treaty violation, Peru notes that if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case. Additionally, Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its obligations (*See* Counter-Memorial, § II.C.1). As a result, Peru has valid reason to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case. Submission (b) is equally baseless. Peru maintains its position that "the bulk" of Claimant's claims falls "outside of the jurisdiction ratione temporis of the Treaty because they are based on facts that pre-date	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					the Treaty's entry into force on 1 February 2009. However, and quite obviously, the tribunal has not yet decided upon this issue and until it does – and because Claimant rely on these facts for its claims – Peru has the right prepare and present its defense case with documents that relate to those facts. As Peru has stated in the introductory paragraphs to this Redfern, "The Request is made without prejudice to the arguments on jurisdiction and the merits formulated by Peru and Activos Mineros in their Counter-Memorials in the Matters, or that they may formulate in subsequent briefs." Further, while Peru's objection is that the tribunal does not have jurisdiction over this dispute, because it is based on acts or facts that occurred prior to the entry into force of the Treaty, or on acts or facts that are deeply rooted in pre-treaty acts, there are pre-treaty	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					facts are relevant for Peru's objection and are therefore material and relevant to the outcome of the case. In any event, Renco's objection is grossly disingenuous, because in Renco's Counter-Memorial on Peru's 10.20.5 Objections, Renco stated the following: "[T]he foregoing does not prevent the Tribunal from considering facts prior to February 1, 2009. Like many other tribunals, the Berkowitz tribunal and others consistently have held 'that events or conduct prior to the entry into force of an obligation for the respondent State may be relevant in determining whether the State has subsequently committed a breach of the obligation.'" (See Claimant's Counter-Memorial on 10.20.5 Objections, ¶ 74). Additionally, in the same Counter-Memorial, Renco proceeded to discuss acts and facts that occurred prior to the entry into force	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					of the Treaty under the heading "Relevant factual background." Renco's objection to Peru's document requests on this basis cannot be serious. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only those that relate to DRP's planned capital expenditures timeline, which as discussed above, is relevant and material to the case given the serious questions regarding DRP's operations. Claimant should be familiar with these documents. Additionally, Claimant asserts that Respondent	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. **<u>Request for Resolution</u>** Peru request that Claimant be ordered to disclose the requested documents.	
2.	Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to July 2010 that explain, summarize, detail, address, discuss, or analyze DRP's spend per the financial statements and the	Renco alleges that DRP spent over USD 300 million on its PAMA projects and additional projects and complains that this is "three times the approximate US$ 107 million estimated by Centromin" (Treaty Memorial, ¶ 6). In support of this spend, Renco submitted **Exhibit C-141**, October 2009 PowerPoint, which in slide 19 allegedly shows "the total amounts spent		Claimant Renco objects to Request No. 2 for the following reasons. *First*, Request No. 2 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.	Disputed Matters Claimant objects to this request on the following grounds. <u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents.	Request granted limited to documents of DRP and Renco.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	amount spent on PAMA Projects versus modernization. (Treaty Case)	on the PAMA and related projects" (*see* footnote 237 of Renco's Memorial). Claimant has failed to provide information to demonstrate exactly how much was spent on PAMA projects versus modernization. Further, financial expert Isabel Kunsman highlights that Renco's alleged, original estimate of USD 107 million for PAMA projects and modernization is disingenuous, because in the original PAMA Centromin contemplated that DRP should have expected to spend at least USD 248.4 million on its PAMA projects and modernization (*see* Kunsman Expert Report, ¶¶ 36-37 and **IK-001**, Programa de Adecuación y Manejo Ambiental PAMA – Complejo Metalúrgico La Oroya, pp. 153-156). The USD 248.4 million total is found by adding the original estimate for DRP's PAMA projects, USD 107.5 million, and the original estimate for modernization, USD 140.9 million (*see* Kunsman Expert Report, ¶¶ 36-37 and **IK-001**, Programa de Adecuación y Manejo Ambiental PAMA – Complejo Metalúrgico La Oroya, pp. 153-156). The requested Documents are relevant to the Treaty Case and material to its outcome because, in part, Renco claims that it was not afforded fair and equitable treatment because of the "radical		- Request No. 2 spans a period of 13 years, from October 1997 to July 2010. - It also seeks all Documents that "explain, summarize, detail, address, discuss, or analyze DRP's spend . . . *and* the amount spent on PAMA Projects versus modernization" (emphasis added) from multiple entities. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 2. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 2 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Peru itself recognizes that its Request No. 2 is irrelevant, alleging that "the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty claim." - Renco agrees that DRP's spending and the amounts spent	This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to July 2010; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing; (d) DRP's spend per the financial statements and the amount spent on PAMA Projects versus modernization. This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Claimant claims that Peru	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		transformation and expansion of DRP's undertaking to improve the Complex's environmental performance" (Treaty Memorial, ¶ 202). Without prejudice to Peru's position that the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty claim as DRP assumed the risk and exercised due diligence prior to signing the STA, the requested information would allow the Tribunal to evaluate the accuracy of Renco's allegations, which form the basis of its fair and equitable treatment claims.		on PAMA Projects versus modernization have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009"	fails to identify the kinds of documents, but that is incorrect. The documents would relate to the amount that was spent on the PAMA Projects and PAMA modernization. With respect to the 13-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date INDECOPI declared DRP in bankruptcy. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				(Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 2 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 2 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Peru's Request No. 2 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 2. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all	modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. Secondly, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) Peru has recognized that "the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty claim;" (b) the requested documents, which relate to the true cause of DRP's failure to comply with its PAMA and STA obligations, "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (c) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				created between 12 and 25 years ago.	Submission (a) is a nonstarter. Many issues are in dispute and will need to be decided by the Tribunal. Peru's position is, and continues to be, that it is irrelevant how much DRP spent on the PAMA Projects and PAMA modernization. Peru explains why that is the case in its Counter-Memorial and maintains its position. However, Renco has made much of the fact that DRP allegedly spent approximately USD 300 million on the Facility, as an attempt to demonstrate positive efforts by DRP and to demonstrate that Peru's behavior was a violation of the Treaty. Renco has also omitted key evidence from the record in an attempt to paint the MEM's decision to condition the 2009 Extension as a violation of the Treaty. Renco attempts to make those alleged facts relevant, and therefore Peru has the right to defend and question those allegations,	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					particularly if they are beiag used by Renco to bolster their claims. Submission (b) is incorrect. In addition to Peru's response to submission (a), while it is true that Peru maintains that its actions do not amount to a Treaty violation, Peru notes that if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case. Additionally, Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its obligations (*See* Counter-	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Memorial, § II.C.1). As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case. Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only those that relate to the amount spent on PAMA Projects and modernization, which as discussed above,	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					is relevant and material to the case given the serious questions regarding DRP's operations. Claimant should be familiar with these documents. Further, Claimant's assertion that the documents would have been created between 12 and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago. **Request for Resolution** Peru requests that Claimant be ordered to disclose the requested documents.	
3.	Documents of DRP, Renco, DRRC, Empresa Minera Cobriza S.A. ("**Cobriza**") and/or DRCL from October 1997 to July 2010 that explain, summarize,	Renco alleges that "the global financial crisis severely impacted DRP and its ability to operate, and essentially wiped out the profits of the Cobriza mine which constituted DRP's main source of funding for the PAMA projects[,]" arguing that this constituted a *force majeure* condition (Treaty Memorial, ¶ 7). Further, Renco		Claimant Renco objects to Request No. 3 for the following reasons. *First*, Request No. 3 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant alleges that Peru has failed to identify a narrow and specific category of documents.	Request granted limited to documents relating to Cobriza's sales.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	detail, address, discuss, or analyze DRP's actual production (copper, lead, zinc, gold, etc.) and sales by month from October 1997 to July 2010. (Treaty Case)	alleges that "the global financial crisis prevented DRP from finishing the Copper Circuit Sulfuric Acid Plant Project by the October 2009 deadline" (Treaty Memorial, ¶ 93). The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to evaluate how planned production amounts per the Flour Daniel Report (Master Plan) compared to actual production. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability.		- Request No. 3 spans a period of 13 years, from October 1997 to July 2010. - This Request also seeks all Documents that "explain, summarize, detail, address, discuss, or analyze" DRP's production and sales for "copper, lead, zinc, gold, etc." from multiple entities. - Peru also fails to state with any specificity what types of Documents would be responsive to Request No. 3. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 3 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, how the "planned production amounts per Fluor Daniel Report (Master Plan) compared to actual production" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA.	This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) of DRP, Renco, DRRC, Cobriza and/or DRCL; (b) from October 1997 to July 2010; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing; (d) DRP's actual production (copper, lead, zinc, gold, etc.) and sales by month from October 1997 to July 2010. This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Claimant claims that Peru	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				- Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims	fails to identify the kinds of documents, but that is incorrect. With respect to the 13-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date INDECOPI declared DRP in bankruptcy. Secondly, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) "how the "planned production amounts per Fluor Daniel Report (Master Plan) compared to actual production" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;" and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione*	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 3 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 3 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Peru's Request No. 3 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 3. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 12 and 25 years ago.	*temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. As explained in the "Relevance and materiality" section, Renco alleges that "the global financial crisis severely impacted DRP and its ability to operate, and essentially wiped out the profits of the Cobriza mine which constituted DRP's main source of funding for the PAMA projects[,]" arguing that this constituted a *force majeure* condition (Treaty Memorial, ¶ 7). Further, Renco alleges that "the global financial crisis prevented DRP from finishing the Copper Circuit Sulfuric Acid Plant Project by the October 2009 deadline" (Treaty Memorial, ¶ 93). The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Tribunal to evaluate how planned production amounts per the Flour Daniel Report (Master Plan) compared to actual production. The question of how DRP executed its plan that supposedly would have led to the completion of its environmental obligations is relevants if they are, in the arbitration, blaming their inability to comply with their environmental obligations on the global financial crisis and the MEM's decision to condition the 2009 Extension. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of DRP, Renco, DRRC, Cobriza and/or DRCL; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only those that relate to Cobriza's sales. Claimant should be familiar with these documents. Further, Claimant's assertion that the documents would have been created between 12 and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					were created as long as 25 years ago. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. **Request for Resolution** Peru requests that Claimant be ordered to disclose the requested documents.	
4.	Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to July 2010 that explain, summarize, detail, address, discuss,	Renco alleges that "the global financial crisis severely impacted DRP and its ability to operate, and essentially wiped out the profits of the Cobriza mine which constituted DRP's main source of funding for the PAMA projects[,]" arguing that		Claimant Renco objects to Request No. 4 for the following reasons. *First*, Request No. 4 is not narrow and specific, as required by Article 3.3(a) of	Disputed Matters Claimant objects to this request on the following grounds.	Request granted, limited to the documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to July 2010 that explain, summarize, detail, address,

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	or analyze DRP's historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures by month from October 1997 to July 2010. (Treaty Case)	this constituted a *force majeure* condition (Treaty Memorial, ¶ 7). Further, Renco alleges that "the global financial crisis prevented DRP from finishing the Copper Circuit Sulfuric Acid Plant Project by the October 2009 deadline" (Treaty Memorial, ¶ 93). However, in its Counter-Memorial, Peru presented evidence that demonstrates that, at the outset, Renco compromised DRP's ability to meet its obligations, including by decapitalizing Metaloroya on the day DRP executed the STA, and further compromised DRP through a series of intercompany deals (*see e.g.*, Treaty Memorial, § II.C.1; **Exhibit R-095**, Acquisition Loan, p. 45, clause 2.5(f); **Exhibit R-094**, DRRC SEC Form S-4, PDF p. 31; **Exhibit R-091**, Jeffrey Zelms Deposition (excerpts), Document No. 764-1, A.O.A. et al. v. Doe Run Resources Corp., et al. (E.D. Mo. Case No. 4:11-cv-00044-CDP), 14 June 2017, pp. 161:1–14, 163:5–9; **Exhibit R-067**, Eric Peitz Deposition (excerpts), Document No. 764-6, A.O.A. et al. v. Doe Run Resources Corp., et al. (E.D. Mo. Case No. 4:11-cv-00044-CDP), 27 July 2017, pp. 73:20–75:2; see also id., p. 75:17–19). It is standard business practice for company management to develop an annual forecast, which includes		the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 4 requests *month-to-month* capex information spanning a period of 13 years, from October 1997 to July 2010. - Request No. 4 also seeks all Documents that "explain, summarize, detail, address, discuss, or analyze" DRP's historical forecasts for capex related to PAMA *and* capex that has nothing to do with PAMA (or this dispute). - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 4. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 4 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, how much DRP expected to spend on PAMA projects and non-PAMA projects has no bearing on whether Peru has, in	First, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to July 2010; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing (d) DRP's historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures. This is a narrow time frame and subject. It relates to documents from identified	discuss, or analyze DRP's *annual* historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures from October 1997 to July 2010.

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		management's own expectation of sales, expenses, non-PAMA capital expenditures, PAMA capital expenditures, etc. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine the legitimacy of Renco's fair and equitable treatment and expropriation claims, because the Documents would allow the Tribunal to evaluate and determine (i) how DRP planned to generate income and allocate enough money to satisfy its PAMA projects and modernization commitments and (ii)whether DRP thought it was reasonable to expect that it would be able to have sufficient cash flow from operations to satisfy its PAMA project and modernization expenditures.		fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one	entities, within a specific time frame and in respect to a particular subject. With respect to the 13-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date INDECOPI declared DRP in bankruptcy. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports,	

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				hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 4 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 4 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Peru's Request No. 4 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 4. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 12 and 25 years ago.	emails, and minutes of meetings. Secondly, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the true cause of DRP's failure to comply with its PAMA and STA obligations, "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified,	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					then the question of whether Renco contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case. "DRP's historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures by month from October 1997 to July 2010" enables the Tribunal to test whether Renco, DRRC, DRCL, or DRP were responsible for DRP's failures. Indeed, the historical foreceasts would provide the Tribunal with evidence of how DRP was performing with respect to its environmental obligations throughout the time it owned and operated the Facility. This information, in turn, allows the Tribunal to determine whether Renco's claim that the global financial crisis entitled it to an extension of time to complete its PAMA projects holds any weight.	

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					Additionally, Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its obligations (*See* Counter-Memorial, § II.C.1). As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1 Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of DRP, Renco, DRCL and/or DRRC; (b) in a specific time frame; and (c) related	

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					to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only those that relate to DRP's analyze DRP's historical forecasts of sales, expenses, non-PAMA capital expenditures and PAMA capital expenditures. Claimant should be familiar with these documents. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.	
5.	Regarding DRP's merger with Doe Run Mining in June 2001: the transaction agreement, terms sheet, and Documents of Doe Run Mining from October 1997 to June 2001 that explain, summarize, detail, address, discuss, or analyze Doe Run Mining's forecasted financial information, and Doe Run Mining's historical financial information. (Treaty Case)	The 2001 merger of DRP and Doe Run Mining involved significant implications. First, the USD 125 million loan from DRP to Doe Run Mining was, in the words of an internal DRP document, simply "eliminated. Second, DRP became the debtor on the Back-to-Back Loan, effectively saddling DRP with the outstanding debt from its own acquisition (i.e., the acquisition of Metaloroya, since merged with DRP into one entity) (*See* Counter-Memorial Treaty, ¶ 158(d); **Exhibit R-068**, DRP Intercompany Note: Summary of Facts, undated, pp. 3–4). The above-referenced negative consequences that were acquired by DRP as a result of its merger with Doe Run Mining is what Peru has been able to uncover with limited documents. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine all the implications that the merger with Doe Run Mining had on DRP (i.e., what additional liabilities DRP took on from		Claimant Renco objects to Request No. 5 for the following reasons. *First*, Request No. 5 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 5 seeks all Documents spanning a period of 4 years (from October 1997 to June 2001) that "explain, summarize, detail, address, discuss, or analyze" the financials (both forecasted and historical) of nonparty Doe Run Mining. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. *Second*, Request No. 5 is neither relevant to the Treaty Case nor material to its	Disputed Matters Claimant objects to this request on the following grounds. <u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requests a limited st of specific documents, such as (a) the transaction agreement of DRP's merger with Doe	Request denied.

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		Doe Run Mining). These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the financial information of DC—has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions	Run Mining in June 2001, and (b) the terms sheet DRP's merger with Doe Run Mining in June 2001. Peru also requests documents: (a) of Doe Run Mining (as a result of DRP's merger with Doe Run Mining); (b) from October 1997 to June 2001; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing; (d) Doe Run Mining's forecasted financial information, and Doe Run Mining's historical financial information. This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. With respect to the 4-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to June 2004 represents the period from the signing of the STA to	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 5 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 5 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope of Request No. 5 is incredibly broad, as it seeks all documents "that explain, summarize, detail, address, discuss, or analyze Doe Run Mining's forecasted financial information, and Doe Run Mining's historical financial information." This	the date DRP merged with Doe Run Mining. Secondly, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to negative consequences that were acquired by DRP as a result of its merger with Doe Run Mining, "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified,	

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				means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 21 and 25 years ago.	then the question of whether Renco contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case. The requested Documents would permit the Tribunal to determine all the implications that the merger with Doe Run Mining had on DRP (i.e., what additional liabilities DRP took on from Doe Run Mining). As demonstrated in Peru's Counter-Memorial (*see* Counter-Memorial, § II.C.1), there is enough evidence to demonstrate that the merger with Doe Run Mining had many negative consequences for the financial health of DRP. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of DRP and/or Doe Run Mining; (b) in a specific time frame; and (c) related to a particular subject. Further, Claimant's assertion that the documents would have been created between 12 and 25 years ago cannot be a serious objection. It is	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago. **Request for Resolution** Peru requests that Claimant be ordered to disclose the requested documents.	
6.	Minutes from the General Shareholders' Meeting held on 14 May 2001 by DRP and Doc Run Mining as mentioned in Note 2 of DRP's 2001 Audited Financial Statements (**IK-015**), Note 2. (Treaty Case)	The 2001 Merger of DRP and Doe Run Mining had significant implications. First, the USD 125 million loan from DRP to Doe Run Mining was, in the words of an internal DRP document, simply "eliminated". Second, DRP became the debtor on the Back-to-Back Loan, effectively saddling DRP with the outstanding debt from its own acquisition (i.e., the acquisition of Metaloroya, since merged with DRP into one entity) (*See* Counter-Memorial Treaty, ¶ 158(d); **Exhibit R-068**, DRP Intercompany Note: Summary of Facts, undated, pp. 3–4). DRP's 2001 Audited Financial Statements (i.e., **IK-015**), Note 2 says "At the General Shareholders' Meetings held on May 14, 2001 by Doe Run Peru and Doc Run Mining, respectively, the merger by absorption of these two companies was		Claimant Renco objects to Request No. 6 for the following reasons. *First*, Request No. 6 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the corporate minutes of DRP and Doe Run Mining—nonparties to this dispute—have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii)	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the corporate minutes of DRP and Doe Run Mining "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of Claimant's claims fall	Request granted.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		approved, with Doe Run Peru the absorbing company and Doe Run Mining the absorbed company. This merger was effective as of June 1, 2001." The above-referenced negative consequences that were acquired by DRP as a result of its merger with Doe Run Mining is what Peru has been able to uncover with limited documents. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to (i) evaluate and determine all the implications that the merger with Doe Run Mining had on DRP (i.e., what additional liabilities DRP took on from Doe Run Mining), and (ii) further evaluate and determine whether DRP's decisions were the true cause of the company's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims.		asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 6 that are related to events and time periods that it	outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. The merged between DRP and Doe Run Mining had vast negative consequences on DRP, as Peru has demonstrated in its Counter-Memorial and has been confirmed by Isabel Kunsman. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to (i) evaluate and determine all the implications that the merger with Doe Run Mining had on DRP (i.e., what additional liabilities DRP took on from Doe Run Mining), and (ii) further evaluate and determine whether DRP's decisions were the true cause of the company's failure to satisfy its obligations under the STA	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				alleges are not within the Tribunal's jurisdiction. *Second*, the Documents responsive to Request No. 6 should be in Peru's possession, custody or control. - Claimant understands that these Documents were submitted to INDECOPI during DRP's bankruptcy proceedings, specifically in Proceeding No. 33-2010/CCO-INDECOPI related to DRCL's credit. - INDECOPI is a branch of the Peruvian Government. - Claimant understands that the requested Documents remain on file with INDECOPI and that they are available to all creditors of DRP, including the Ministry of Energy and Mines.	and PAMA and the true cause of DRP's financial downfall. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Secondly, Claimant vaguely states that the documents responsive to Request No. 12 should be in Peru's possession, custody or control. There is no certainty behind Claimant's objection. Peru does not believe this to be the case, and Peru believes the requested documents exist and should be under the power, custody or control of DRP, as it merged with Doe Run Mining and thus became the legal owner of the requested documents. Request for Resolution Peru requests that Claimant be ordered to disclose the requested documents.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
7.	Regarding Doe Run Mining's acquisition of Cobriza: the transaction agreement, terms sheet, and Documents of Cobriza from January 1997 to June August 1998 that explain, summarize, detail, address, discuss, or analyze Cobriza's forecasted financial information, and Cobriza's historical financial information. (Treaty Case)	Renco alleges the following: "The crash in metal prices (mainly copper and silver) effectively wiped out profits from DRP's Cobriza mine, which Doe Run Mining had acquired from Centormin in September 1998 and which constituted DRP's main source of financing for the PAMA projects" (Treaty Memorial, ¶ 97; *see also* Partelpoeg Expert Report, § 7.6.1, at 51; Neil Witness Stmt. at ¶ 36). The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine whether, when Doe Run Mining acquired Cobriza, it could have predicted the production amounts and sales, and to determine what liabilities Doe Run Mining assumed from Cobriza. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability, and the true cause of DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall. This Request is made without prejudice to Peru's position that the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations, as		Claimant Renco objects to Request No. 7 for the following reasons. *First*, Request No. 7 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Peru itself recognizes that "the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations." - Renco agrees that this request for Documents related to Doe Run Mining's acquisition of Cobriza in 1998 has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Moreover, it is highly unlikely that the requested Documents from *1998* would shed any light on "the impact of the financial	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) Peru has recognized that "the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations"; (b) the requested documents, which relate to a contributor to the true cause of DRP's failure to comply with its PAMA and STA obligations and its financial ruin, "has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;" and (c) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request	Request denied.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		the PAMA obligations were entered into before DRP acquired Cobriza.		economic crisis on DRP's operations and profitability," which occurred an entire decade or more after Documents responsive to Peru's Request No. 7 were created. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in	documents that pre-date February 1, 2009. Submission (a) is a nonstarter. Many issues are in dispute and will need to be decided by the Tribunal. Peru's position is, and continues to be, that the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations is irrelevant. (Counter-Memorial, ¶¶ 603-605). Peru explains why that is the case in its Counter-Memorial and maintains its position. However, Renco has made much of the global financial crisis's effect on DRP and its alleged right to an extension. Renco has also omitted key evidence from the record in an attempt to paint the MEM's decision to condition the 2009 Extension as a violation of the Treaty. Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				Request No. 7 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Second*, Request No. 7 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - The scope of Request No. 7 is incredibly broad, as it seeks all documents "that explain, summarize, detail, address, discuss, or analyze Cobriza's forecasted financial information, and Cobriza's historical financial information." This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 24 and 25 years ago.	actions compromised DRP's ability to meet its obligations (*See* Counter-Memorial, § II.C.1). As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case. Submission (b) is incorrect. In addition to Peru's response to submission (a), while it is true that Peru maintains that its actions do not amount to a Treaty violation, Peru notes that if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP through, for example, acquiring a financially vulnerable Cobriza and making its ability on complying with its PAMA obligations dependent on	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Cobriza, then the documents will be relevant and material to the outcome of the case. With respect to Claimant's argument that it "is highly unlikely that the requested Documents from *1998* would shed any light on 'the impact of the financial economic crisis on DRP's operations and profitability,'" this claim ignores the fact that Renco itself has admitted that its ability to comply with the PAMA obligations relied on the success or failure of Cobriza. Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a	

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					narrow category of documents (a) of DRP (as it merged with Doe Run Mining); (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only the transaction agreement of Doe Run Mining's acquisition of Cobriza, the terms sheet of Doe Run Mining's acquisition of Cobriza, and documents that relate to Cobriza's forecasted financial information, and Cobriza's historical financial information, which as discussed above, is relevant and material to the case given the serious questions regarding DRP's operations and its ability to comply with its PAMA obligations. Claimant should be familiar with these documents. Further, Claimant's assertion that the documents would have been created between 24	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago. **<u>Request for Resolution</u>** Peru requests that Claimant be ordered to disclose the requested documents.	
8.	Documents of DRP, Renco, DRRC, and/or DRCL from August 1998 to July 2010 that explain, summarize, detail, address, discuss, or analyze how DRP used profits from Cobriza to fund its PAMA projects expenses. (Treaty Case)	Renco alleges the following: "The crash in metal prices (mainly copper and silver) effectively wiped out profits from DRP's Cobriza mine, which Doe Run Mining had acquired from Centromin in September 1998 and which constituted DRP's main source of financing for the PAMA projects" (Treaty Memorial, ¶ 97; *see also* Partelpoeg Expert Report, § 7.6.1, at 51; Neil Witness Stmt. at ¶ 36). Renco has not provided any documents to demonstrate that "profits from DRP's Corbiza mine" constituted DRP's "main source of financing for the PAMA projects." The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru		Claimant Renco objects to Request No. 8 for the following reasons. *First*, Request No. 8 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 8 spans a period of 12 years, from August 1998 to July 2010. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 8 seeks all Documents that "explain, summarize, detail, address, discuss, or analyze" "how" Renco or its affiliates "used	Disputed Matters Claimant objects to this request on the following grounds. <u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article	Request granted, but limited to reports prepared for the board of DRP or Renco.

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		and the Tribunal to determine whether DRP truly conditioned its ability to satisfy its PAMA project and modernization obligations on the profitability of Cobriza. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability, and the true cause of DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall. This Request is made without prejudice to Peru's position that the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations, as the PAMA obligations were entered into before DRP acquired Cobriza.		profits from Cobriza to fund its PAMA projects expenses." - Peru does not state with any specificity what kind of Documents would be responsive to Request No. 8. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 8 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Peru itself recognizes that "the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations." - Renco agrees that this request for Documents related to how PAMA project expenses are funded by Cobriza has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete	3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from August 1998 to July 2010; (c) explaining, summarizing, detailing, addressing, discussing, or analyzing (d) how DRP used profits from Cobriza to fund its PAMA projects expenses. This request relates to documents from identified entities, within a specific time frame and in respect to a particular subject. With respect to the 12-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from which DRP was using Cobriza to the date INDECOPI declared DRP in bankruptcy. Additionally, Claimant asserts that Respondent	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 8 that are related to	does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. Second, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) Peru has recognized that "the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations"; (b) the requested documents, which relate to a contributor to the true cause of DRP's failure to comply	

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				events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 8 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Peru's Request No. 8 are incredibly broad. - Peru has also failed to state with any specificity what types of documents would be responsive to Request No. 8. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 12 and 25 years ago.	with its PAMA and STA obligations and its financial ruin, "has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;" and (c) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is a nonstarter. Many issues are in dispute and will need to be decided by the Tribunal. Peru's position is, and continues to be, that the success or failure of Cobriza is independent of Renco's ability to meet its PAMA obligations is irrelevant. Peru explains why that is the case in its Counter-Memorial and maintains its position. However, Renco has made much of the global financial crisis's effect on DRP and its alleged right to an extension. Indeed,	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Renco has made the success or failure of Cobriza a relevant issue (even though it shouldn't be). Renco has also omitted key evidence from the record in an attempt to paint the MEM's decision to condition the 2009 Extension as a violation of the Treaty. Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its obligations (*See* Counter-Memorial, § II.C.1). As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with evidence that is material to the outcome of the case. Submission (b) is incorrect. In addition to Peru's response to submission (a), while it is true that Peru maintains that its actions do not amount to a Treaty violation, Peru notes that if the Tribunal were to	

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					analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP through, for example, acquiring a financially vulnerable Cobriza and making its ability on complying with its PAMA obligations dependent on Cobriza, then the documents will be relevant and material to the outcome of the case. Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					documents (a) of DRP (as it merged with Doe Run Mining), Renco, DRRC, and/or DRCL; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only documents that relate to how DRP used profits from Cobriza to fund its PAMA projects expenses, which as discussed above, is relevant and material to the case given the serious questions regarding DRP's operations and its ability to comply with its PAMA obligations. Claimant should be familiar with these documents. Further, Claimant's assertion that the documents would have been created between 12 and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that	

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					were created as long as 25 years ago. **<u>Request for Resolution</u>** Peru requests that Claimant be ordered to disclose the requested documents.	
9.	The English language version of DRP's financial statements for 2001-2002, which has an October 31 year end. (The English versions of DRP's financial statements for all other relevant years have a year end of October 31.) (Treaty Case)	The requested financial statements are relevant to the Treaty Case and material to its outcome because (i) pursuant to Clause 5.1 of the STA, the Company assumed responsibility to comply "with the obligations contained in Metaloroya's PAMA, and its eventual amendments." Further, and (ii) Renco alleges in paragraphs 95-97 of its Memorial (Treaty) that a decline in metals prices eliminated DRP's ability to finance its obligations under the STA. Further, the requested financial statements would allow the Tribunal and the Parties to have an accurate picture of DRP's finances at a relevant time period in order to determine the viability of Renco's *force majeure* claim.This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability, and the true cause of DRP's failure to comply with its		Claimant Renco objects to Request No. 9 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, whether "a decline in metals prices eliminated DRP's ability to finance its obligations under the STA" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans.	Disputed Matters Claimant objects to this request on the grounds that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the true cause of DRP's failure to comply with its PAMA and STA obligations, "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; (b) Renco's declaration of *force majeure* "is not at issue in this case" and "'the viability of Renco's *force majeure* claim' has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;" (c) the 2001-	Request denied.

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		PAMA and STA obligations and the true cause of DRP's financial downfall.		- In addition, it is undisputed that following DRP's July 2009 request for an extension due to economic *force majeure*, the Peruvian Congress *granted* DRP a 30-month extension to complete the final PAMA project (see Mem. (Treaty Case), § II.G.2; Counter-Mem., ¶ 285). - Therefore, contrary to Peru's assertions, Renco's declaration of *force majeure* is not at issue in this case and "the viability of Renco's *force majeure* claim" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Moreover, it is highly unlikely that DRP's *2001-2002* financial statements would shed any light on "DRP's finances at a relevant time period in order to determine the viability of Renco's *force majeure* claim" and on "the impact of financial economic crisis on DRP's operations and profitability." - This is because the "relevant time period" is 2008, which 6-7 years after the Documents	2002 financial statements would not shed any light on the claimed issue; and (d) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru is requesting the financial statements of the entity that owned the Facility, an entity that was eventually put into bankruptcy and failed to comply with its environmental obligations. The financial statements of DRP matter. Whether DRP had the ability to finance its obligations can have a bearing on the outcome of the case because the requested financial statements would allow the Tribunal and the Parties to have an accurate picture of DRP's finances at a relevant time period in order to determine the	

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				responsive to Peru's Request No. 9 were created. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 9 that are related to events and time periods that it	viability of Renco's *force majeure* claim. These documents This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability, and the true cause of DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall. Submission (b) is also incorrect. In addition to the points laid out in response to submission (a), Renco has placed their "force majeure" claim at the center of many issues that must be decided by the Tribunal. Among other obvious reasons, a simple reading of the table of contents of Claimant's Memorial makes clear that Renco has made its "'declaration of *force*	

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				alleges are not within the Tribunal's jurisdiction.	*majeure*" an issue in this case. For example, Section IVA.2.a(v) is entitled "Peru Sought to Extract Concessions from DRP as Conditions to Granting the PAMA Extension to Which DRP Was Clearly Entitled under the Economic Force Majeure Clause in the Stock Transfer Agreement." Indeed, Claimant argues that part of the reason it was allegedly entitled to an extension of time to complete its PAMA obligations was because of *force majeure*, as a result, it is disingenuous for Claimant to raise this as a defense to Peru's request for production of documents. Submission (c) is likewise incorrect. Peru has demonstrated, with the limited documents available to it, that there were serious questions concerning the financial health of DRP and its ability to comply with its PAMA obligations. The	

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					requested documents provide the Tribunal with the full picture of DRP's financial state in order to further test the information that Peru has presented (*see* Counter-Memorial, § II.C.1). Submission (d) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. **<u>Request for Resolution</u>** Peru requests that Claimant be ordered to disclose the requested documents.	
10	Renco's financial statements from 1997 to 2012. The requested financial statements would have to show a split by subsidiary (i.e., segment reporting). (Treaty Case)	DRP is Renco's "locally-incorporated subsidiary" (Treaty Memorial, ¶ 1). Renco also noted that it has "indirect ownership of DRP through its shareholding interest" (Treaty Notice of Arbitration, ¶ 58). In the Contract Case, Renco has also made much of its alleged participation in the execution of the STA, noting that Renco negotiated and made decisions (*see* Contract Memorial, ¶¶ 52-59).		Claimant Renco objects to Request No. 10 for the following reasons. *First*, Request No. 10 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 10 seeks all of	Disputed Matters Claimant objects to this request on the following grounds. <u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA	Request denied.

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		While Peru has been able to obtain much of the financial information of DRP and DRRC, it has not been able to obtain the financial information of Renco, the Claimant in Renco I, Renco II, and Renco III, and the party that alleges it was a party to the STA and has rights and obligations under the STA. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine Renco's view and projections of DRP. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		Renco's financials, split by subsidiaries, spanning a period of 15 years, from 1997 to 2012. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. *Second*, Request No. 10 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, "Renco's view and projections of DRP" have no bearing on whether Peru, has in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru	Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested the financial statements: (a) of one entity, the Claimant in this arbitration, Renco; (b) from 1997 to 2012. This is a specific time frame and one clear set of documents (financial statements). The split by subsidiary, i.e., segment reporting, is a standard way break down operations of a company into manageable pieces. If Renco, does not perform segment reporting, then Peru asks for Renco's financial statements, in general for the years mentioned. With respect to the 15-year timeframe, the dates are intentional, specific, and with a strong basis, because	

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				FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 10 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction.	the period from 1997 to 2012 represents the period from the signing of the STA to the year when DRP was proposing restructuring plans to the Board of Creditors. It is also telling that Claimants have not alleged, like they have in other requests, that this request would be "unduly burdensome." Indeed, this is a request for a specific document (financial statements), for specific years, for the Claimant in this case (Renco), who allegedly played such an important role in many parts of the facts of this case. <u>Secondly</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which relate to the true cause of DRP's failure to comply with its PAMA and STA obligations, "have no	

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					bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. The requested documents would permit Peru and the Tribunal to determine Renco's view and projections of DRP. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall. As Peru highlighted in its Counter-	

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					Memorial, DRP's executives, auditors, and banks repeatedly raised concerns about DRP's viability. For example, in September 2000, In a memo to Jeffrey Zelms, President/CEO of DRRC, Mr. Buckley conveyed that DRP faced serious problems, including threats related to the reversal of the capital contribution and large upstream payments: "Doe Run's business model—100% debt financing—is flawed …. DRP, for example, has financed all of its purchase price, embarked on a major capital investment program, and sent large intercompany payments north. That is simply not a reasonable expectation, and we are unaware of any company, in any industry, that has managed a similar feat…. The system isn't working…." (*see* Counter-Memorial, ¶ 171; **Exhibit R-085**). All the above is relevant to whether the	

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					MEM was correct in conditioning the extension of time to complete the Sulfuric Acid Plant Project and whether DRP was "entitled," quod non, to the extension. In both the Treaty Case and the Contract Case, Renco has made much about its role and alleged benefits. However, the Tribunal has no way of knowing what Renco knew about DRP's viability because Renco has not provided any relevant information about its financials. Despite participating in three arbitrations and being party to the Missouri Litigations, Renco has refused to allow these critical and material documents to see the light of day. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.	

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					<u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.	
11	Documents of DRRC from October 1997 to May 1998 that explain, summarize, detail, address, discuss, or analyze how DRRC estimated that the investment needed to implement the PAMA projects was USD 195 million. (Treaty Case)	In May 1998, DRRC submitted a Securities and Exchange Commission Form S-4 and expressed therein its understanding of the obligations that DRP had just assumed under the STA and the PAMA, including implementing the PAMA projects "over the next nine years", i.e., no later than January 2007, and that it would cost USD 195 million (*see* Counter-Memorial Treaty, ¶ 118; **Exhibit R-094**, DRC SEC Form S-4, PDF p. 134). It is unclear whether the USD 195 million estimate relates to its PAMA projects only or whether it also includes the price to implement modernization. The requested Documents are relevant to the Treaty Case and material to its outcome because, in part, Renco claims that it was not afforded fair and equitable treatment because of the "radical transformation and expansion of DRP's undertaking to improve the Complex's environmental performance" (Treaty Memorial, ¶ 202). Without prejudice to Peru's position that the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty		Claimant Renco objects to Request No. 11 for the following reasons. *First*, Request No. 11 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Peru itself recognizes that its Request No. 11 is irrelevant, alleging "the amount DRP spent on PAMA Projects and modernization" is "irrelevant for the Treaty claim." - Renco agrees that how DRRC estimated the cost of the PAMA projects has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163	Disputed Matters Claimant objects to this request on the following grounds. <u>First</u>, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) Peru has recognized that "the amount DRP spent on PAMA Projects and modernization" is "irrelevant for the Treaty claim;" (b) the requested documents, which relate to Renco's FET claim of the supposed "radical transformation and expansion of DRP's undertaking," "has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;" and (c) given	Request granted.

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		claim as DRP assumed the risk and exercised due diligence prior to signing the STA, the requested information would allow Peru and the Tribunal to evaluate and determine DRP's calculations as early as May 1998 of the amount necessary to implement all its obligations under the STA, including its PAMA project obligations and modernization obligations.		million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 11 that are related to events and time periods that it	that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submissions (a) and (b) are nonstarters. Many issues are in dispute and will need to be decided by the Tribunal. Peru's position is, and continues to be, that "the amount DRP spent on PAMA projects and modernization is irrelevant for the Treaty claim as DRP assumed the risk and exercised due diligence prior to signing the STA." Peru explains why that is the case in its Counter-Memorial and maintains its position. However, Renco has made much of the "radical transformation and expansion" of DRP's undertakings and its alleged right to an extension, and has in the process made relevant the amount it has allegedly invested in	

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				alleges are not within the Tribunal's jurisdiction. *Second*, Request No. 11 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - The scope of Request No. 11 is incredibly broad, as it seeks all documents "that explain, summarize, detail, address, discuss, or analyze how DRRC estimated that the investment needed to implement the PAMA projects was USD 195 million." - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 24 and 25 years ago.	PAMA projects and modernization. (Claimant's Memorial, ¶ 202). Renco has also omitted key evidence from the record in an attempt to paint the MEM's decision to condition the 2009 Extension as a violation of the Treaty. Peru, with the limited information available to it, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its environmental obligations (*See* Counter-Memorial, § II.C.1), and has raised questions regarding whether DRRC's USD 195 million estimate included PAMA projects as well as modernization, which were both required under the PAMA. As a result, Peru has valid reasons to believe that these documents will provide the Tribunal with further evidence that is material to the outcome of the case.	

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					Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Secondly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. Peru has identified a narrow category of documents (a) of one company, DRRC; (b) in a specific time frame; and (c) related to a particular subject that the Claimant has made relevant to the case. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only documents that relate to how DRRC estimated that the investment needed to implement the PAMA projects was USD 195 million. Claimant should be familiar with these documents. Given that the USD 195 million estimate was provided in a form	

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					submitted to the Securities and Exchange Commission, DRRC presumably had to have arrived to the estimate with ample support, as not doing so would mislead the market. Further, Claimant's assertion that the request is unduly burdensome because the requested documents would have been created between 24 and 25 years ago is not a serious objection given that Claimant itself has made requests for documents that were created as long as 25 years ago. Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
12	The loan Documents (whether promissory notes, loan agreements, and/or other documents formalizing the loan and terms) between Doe Run Mining and Metaloroya for the	On the same day that the purchase of the Facility was concluded, DRP took nearly the entire USD 126.5 million capital contribution it was obligated to pay into Metaloroya under the STA and gave it to Doe Run Mining in the form of an interest-free USD 125 million loan. (Counter-Memorial Treaty, ¶ 41; **Exhibit R-095**, Acquisition Loan, p. 45, Clause		Claimant Renco objects to Request No. 12 for the following reasons. *First*, Request No. 12 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the requested loan Documents	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant argues that the requested documents lack sufficient relevance and materiality to the	Request granted

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	USD 125 million loan dated 23 October 1997 (Treaty Case)	2.5(f); **Exhibit R-094**, DRRC SEC Form S-4, p. 31). The Credit Agreement between Doe Run Mining and Bankers Trust Company of 23 October 1997 states that "on the Closing Date, Metaloroya shall loan $125,000,000 to the Borrower, which shall be represented by a Promissory Note […]" (**Exhibit R-095**, Acquisition Loan, p. 45). Further, pursuant to Clause 5.1 of the STA, the Company assumed responsibility to comply "with the obligations contained in Metaloroya's PAMA, and its eventual amendments." Renco alleges in paragraphs 95-97 of its Memorial (Treaty) that a decline in metals prices eliminated DRP's ability to finance its obligations under the STA. The requested Documents are relevant to the Treaty Case and material to its outcome because they provide the Tribunal and Peru with information regarding the reason and need behind the loan between Doe Run Mining and Metaloroya, which, as described by Ms. Kunsman, immediately made it "a higher default risk to creditors by reducing collateral assets, stressed DRP's liquidity, and limited DRP's ability to fund its PAMA Commitments." (Kunsman Expert Report, ¶ 136). These Documents are foundational to Renco's fair and equitable treatment and expropriation claims		between Doe Run Mining and Metaloroya, which purportedly show the "reason and need behind the loan between Doe Run Mining and Metaloroya" have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions	outcome of the case because: (a) the requested documents, which relate to negative consequences that were inflicted by DRP when it took nearly the entire USD 126.5 million capital contribution it was obligated to pay into Metaloroya under the STA and gave it to Doe Run Mining, "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of	

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		because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 12 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Second*, the Documents responsive to Request No. 12 should be in Peru's possession, custody or control. - Claimant understands that these Documents were submitted to INDECOPI during DRP's bankruptcy proceedings, specifically in Proceeding No. 33-2010/CCO-INDECOPI related to DRCL's credit. - INDECOPI is a branch of the Peruvian Government. - Claimant understands that the requested Documents remain on	whether Renco contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case. The requested Documents would permit the Tribunal to determine all the implications that virtual elimination of the USD 126.5 million capital contribution had on DRP. As demonstrated in Peru's Counter-Memorial (*see* Counter-Memorial, § II.B.5), there is enough evidence to demonstrate that the elimination of the capital contribution had many negative consequences for the financial health of DRP. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were	

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				file with INDECOPI and that they are available to all creditors of DRP, including the Ministry of Energy and Mines.	the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Secondly, Claimant vaguely states that the documents responsive to Request No. 12 should be in Peru's possession, custody or control. There is no certainty behind Claimant's objection. Peru does not believe this to be the case, and Peru believes the requested documents exist and should be under the power, custody or control of DRP, as it merged with Doe Run Mining and thus became the legal owner of the requested documents. Request for Resolution	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Peru requests that Claimant be ordered to disclose the requested documents.	
13	All intercompany fee arrangements (as described in Section 150-155 of Peru's Treaty Counter-Memorial) from from October 1997 to October 2009 that required capital outflow from DRP to Renco and/or DRRC and/or their subsidiaries and/or related companies. (Treaty Case)	Renco extracted cash from DRP through one-sided intercompany fee arrangements that benefitted Renco and its U.S. affiliates. These began on the same day of the Facility acquisition, and were formulated as agency, managerial, hedging, technical, and other agreements. (Counter-Memorial Treaty, ¶ 150). The Audited Financial Statements, Notes section, state that DRP had Related Party Agreements requiring capital outflows to DRRC and DRM for "*Technical, Managerial and Professional*" services, "*Foreign Sales Agency and Hedging*" services, "*Marketing and Sales Services/International Sales Agency*" service, "*Trading and Hedging*" services, and "*Domestic Sales Agency*" services. (See, e.g., **Exhibit R-074**, DRP Financial Statements, as of 31 October 2000 and 1999, pp. 16–18 (addressing "Related party transactions"). The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to fully determine all the implications that the intercompany fee arrangements had on DRP. These Documents are foundational to Renco's		Claimant Renco objects to Request No. 13 for the following reasons. *First*, Request No. 13 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 13 spans a period of 13 years, from October 1997 to October 2009. - In what clearly is a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 13 also seeks "*all* intercompany fee arrangements" (emphasis added). This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. *Second*, Request No. 13 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the requested intercompany fee arrangements between Renco and its affiliates have no bearing	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) that should all be with DRP; (b) from October 1997 to October 2009; (c) of intercompany fee arrangements (as described in Section 150-	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28).	155 of Peru's Treaty Counter-Memorial). The request relates to documents from an identified entity, within a specific time frame and in respect to a particular subject. With respect to the 12-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to October 2009 represents the period from the signing of the STA to the date DRP had to complete the Sulfuric Acid Plant Project under the 2006 Extension. Secondly, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents, which contributed to the true cause of DRP's failure to comply with its PAMA and STA obligations, "have no bearing on whether Peru has, in fact, breached its	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				- Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 13 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 13 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Peru's Request No. 13 are incredibly broad. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago.	obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru demonstrated in its Counter-Memorial that Renco took a series of steps that led to its failure to comply with its environmental obligations, including by having intercompany fee arrangements (as described in Section 150-155 of Peru's Treaty Counter-Memorial). Peru, with the limited information available, has already put forth evidence that demonstrates Renco's actions compromised DRP's ability to meet its obligations (*See* Counter-Memorial, § II.C). As a result, Peru has valid reasons to believe that these	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					documents will provide the Tribunal with evidence that is material to the outcome of the case. In Peru's Counter-Memorial, Peru pointed out the severe consequences of these agreements (*See* Counter-Memorial, ¶¶ 167-168: "Ms. Kunsman opines in her report that if Doe Run Mining had not taken DRP's original capital contribution, and if DRP had not been forced to make intercompany payments, 'these two outflows groups alone could have satisfied approximately 68.8% of DRP's PAMA Commitments.' Together, these corporate machinations driven by Renco set up DRP to fail—well before any alleged measure by Peru or the 2008–2009 financial crisis"). Further, Renco's first and third objections to this request are telling. In Renco's view, the request	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					would be "overly burdensome" or lead to a "sprawling universe of Documents." That alone is evidence that more of these relevant documents exist. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) DRP; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only those that are intercompany fee arrangements (as described in Section 150-155 of Peru's Treaty Counter-Memorial), which as discussed above, is	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					relevant and material to the case given the serious questions regarding DRP's ability to comply with its environmental obligations. Claimant should be familiar with these documents. Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
14	Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to October 2009 that explain, summarize, detail, address, discuss, or analyze DRP's 10-year, US$ 300 million Capital Investment Program. (Treaty Case)	On 11 May 1998, DRRC announced a US$ 300 million Capital Investment Program (the "**Capital Investment Program**") to fund DRP's PAMA obligations and modernization commitments and disclosed such to investors in its Registration Statement: "Doe Run Peru has developed a ten-year Capital Investment Program of approximately $300.0 million designed to improve its operations, as well as to address these environmental requirements and fulfill the Investment Commitment." (*See* **IK-007**, DRRC's Registration Statement, p. 26). The requested Documents are relevant to the Treaty Case and material to its outcome because the fact that DRRC presented a specific timeline (i.e., 10-year) and a specific budget (i.e., USD 300		Claimant Renco objects to Request No. 14 for the following reasons. *First*, Request No. 14 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 14 spans a period of 12 years, from October 1997 to October 2009, and is directed at multiple entities. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 14 also seeks all Documents that "explain, summarize, detail, address, discuss, or analyze" DRP's Capital Investment Program.	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules.	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		million) implies that the plan was specific with details. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because the details would permit Peru and the Tribunal to determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		However, Peru does not state with any specificity what kind of Documents would be responsive to Request No. 14. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 14 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, whether DRRC's Capital Investment plan from 1998 was "specific with details" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans.	Peru has fully complied with that requirement. Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to October 2009; (c) of DRP's 10-year, US$ 300 million Capital Investment Program. The request relates to documents from an identified entity, within a specific time frame and in respect to a particular subject. With respect to the 12-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to October 2009 represents the period from the signing of the STA to the date DRP had to complete the Sulfuric Acid Plant Project under the 2006 Extension. However, Peru will modify its request to documents created from October 1997 to 11 May 1998 (the date that DRRC	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				- Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 14 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 14 is unreasonably burdensome and Renco should not have	announced the Capital Investment Program.). With respect to the entities, Peru reiterates that it believes DRP, Renco, DRRC, and/or DRCL should have the requested documents, but will modify its request to only DRP and DRRC. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. Secondly, Claimant argues that the requested	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Peru's Request No. 14 are incredibly broad. - Peru also fails to state with any specificity what types of documents would be responsive to Request No. 14. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago.	documents lack sufficient relevance and materiality to the outcome of the case because: (a) DRP's 10-year, US$ 300 million Capital Investment Program would "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					and material to the outcome of the case. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because the details would permit Peru and the Tribunal to determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. Peru has identified a narrow category of documents (a) now of two companies, DRP and DRRC; (b) in a	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					specific time frame, now from October 1997 to 11 May 1998; and (c) related to a particular subject that the Claimant has made relevant to the case. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only documents that relate to DRP's 10-year, US$ 300 million Capital Investment Program. Further, Claimant's assertion that the documents would have been created between 13 and 25 years ago is not a serious objection, as Claimant itself has made requests for documents that were created as long as 25 years ago. Request for Resolution Peru requests that Claimant be ordered to disclose the requested documents with the modifications expressed in this response.	
15	The "list" of "unfunded projects	In a memo to Mr. Zelms, President/CEO of DRRC, Mr. Buckley conveyed that		Claimant Renco objects to Request No. 15 because it is neither relevant to the	Disputed Matters	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	with aggregate rates of return of around 50%" as mentioned by Mr. Buckley on p. 4 of **R-085**, Memorandum from DRP (J. Zelms), 4 September 2000. (Treaty Case)	DRP faced serious problems, including threats related to the reversal of the capital contribution and large upstream payments. (Counter-Memorial Treaty, ¶ 158). In the same memo from Mr. Buckley to Mr. Zelms, Mr. Buckley conveys the following: "We need to do a better job with capital budgeting, and we need to tie that activity to long term strategic objectives across the company. For instance, La Oroya is profitable, but is an old and inefficient facility. EBITDA there is declining, and we have not made the investments necessary to sustain and improve the operation. In addition to replacement capital and ferrites project, we have a list of unfunded projects with aggregate rates of return of around 50%" (**Exhibit R-085**, Memorandum from DRP (J. Zelms), 4 September 2000, p. 4). The requested "list" of "unfunded projects with aggregate rates of return of around 50%" is relevant to the Treaty Case and material to its outcome because the "list" would allow Peru and the Tribunal to determine and compare how other unfunded projects were able to obtain an aggregate rate of return of around 50%. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or		Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, this "list," allegedly containing information about "how other unfunded projects were able to contain an aggregate rate of return around 50%," has no bearing on whether Peru has, in fact, violated its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty"	Claimant objects to this request on the following grounds. Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested "list," which relates to Renco's FET claim of the effect of the global financial crisis and its entitlement to the 2009 Extension, "has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA;" and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested "list" of "unfunded projects with aggregate rates of return of around 50%," it	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 15 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction.	would allow Peru and the Tribunal to determine and compare how other unfunded projects were able to obtain an aggregate rate of return of around 50%, and in turn fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall. In order to understand whether Claimant's claims regarding the effect of the global financial crisis are credible, which they are not, it is necessary to understand DRP's operations and its ability to satisfy its environmental obligations and financial commitments. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
16	The memorandum on business strategy that is mentioned by Mr. Buckley to Mr. Zelms on p. 6 of mentioned at p. 6 of **Exhibit R-085**, Memorandum from DRP (J. Zelms), 4 September 2000. (Treaty Case)	In a memo to Mr. Zelms, President/CEO of DRRC, Mr. Buckley conveyed that DRP faced serious problems, including threats related to the reversal of the capital contribution and large upstream payments. (Counter-Memorial Treaty, ¶ 158). In the same memo from Mr. Buckley to Mr. Zelms, Mr. Buckley conveys the following: "Jeff, Herewith the memo on business strategy that we promised several weeks ago. Several of the issues and options were discussed today during the video conference. However, we feel that our thoughts and recommendations should be discussed at the next executive committee meeting on September 21st." (**Exhibit R-085**, Memorandum from DRP (J. Zelms), 4 September 2000, p. 6). The requested memorandum on business strategy is relevant to the Treaty Case and material to its outcome because the memo addresses "issues" and "options" for problems that were occurring and recurring with DRP. These Documents are foundational to Renco's fair and equitable treatment and expropriation		Claimant Renco objects to Request No. 16 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the requested memorandum on business strategy that apparently discusses certain financial "problems" with DRP in 2000 has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans.	Disputed Matters Claimant objects to this request on the following grounds. Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested "memorandum on business strategy that apparently discusses certain financial 'problems' with DRP in 2000 has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009.	Request granted.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		- Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 16 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction.	Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested memorandum that addresses serious "issues" and "options" for problems that were occurring and recurring with DRP, it would assist the Tribunal in determining whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA. This makes the memorandum foundational to Renco's fair and equitable treatment and expropriation claims. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Request for Resolution	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Peru request that Claimant be ordered to disclose the requested documents.	
17	Documents of DRP, Renco, and/or DRRC that explain, summarize, detail, address, discuss, or analyze the 21 September 2000 "executive committee meeting" mentioned at p. 6 of **Exhibit R-085**, Memorandum from DRP (J. Zelms), 4 September 2000. (Treaty Case)	In a memo to Mr. Zelms, President/CEO of DRRC, Mr. Buckley conveyed that DRP faced serious problems, including threats related to the reversal of the capital contribution and large upstream payments. (Counter-Memorial Treaty, ¶ 158). In the same memo from Mr. Buckley to Mr. Zelms, Mr. Buckley conveys the following: "Jeff, Herewith the memo on business strategy that we promised several weeks ago. Several of the issues and options were discussed today during the video conference. However, we feel that our thoughts and recommendations should be discussed at the next executive committee meeting on September 21st." (**Exhibit R-085**, Memorandum from DRP (J. Zelms), 4 September 2000, p. 6). The requested Documents regarding the executive committee meeting are relevant to the Treaty Case and material to its outcome because they address "issues" and "options" for problems that were occurring and recurring with DRP. These Documents are foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine		Claimant Renco objects to Request No. 17 for the following reasons. *First*, Request No. 17 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the requested Documents, which relate to a 2000 "executive committee meeting" about certain financial "problems" with DRP in 2000, have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents about the 21 September 2000 "executive committee meeting" have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 17 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Second*, Request No. 17 is unreasonably burdensome and Renco should not have to search for, collect, review, and	Documents from the 21 September 2000 "executive committee meeting," where the involved parties addressed the serious "issues" and "options" for problems that were occurring and recurring with DRP, it would assist the Tribunal in determining whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. <u>Secondly</u>, Claimant argues that this request is "unreasonably burdensome". This is incorrect. Indeed, Peru has identified a narrow category of documents (a) of DRP, Renco, and/or DRRC; and (b) related to a precise meeting. Claimant	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				produce all potentially responsive Documents. - The scope of Request No. 17 is incredibly broad, as it seeks all documents "that explain, summarize, detail, address, discuss, or analyze the 21 September 2000 "executive committee meeting" mentioned at p. 6 of **Exhibit R-085**." - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly crafted request. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 22 years ago.	should be familiar with these documents. Further, if, as Claimant suggests, there is a "sprawling universe" of documents, then that makes the request all the more relevant and material, as there is a record of extensive discussion about the "serious problems, including threats related to the reversal of the capital contribution and large upstream payments" Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
18	Documents of DRRC, DRP, and/or Renco that explain, summarize, detail, address, discuss, or analyze DRRC's noncompliance with the terms of the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility for the fiscal	Renco and DRRC extracted cash from DRP through one-sided intercompany fee arrangements that benefitted Renco, DRRC, and its U.S. affiliates. These began on the same day of the Facility acquisition, and were formulated as agency, managerial, hedging, technical, and other agreements. (Counter-Memorial Treaty, ¶ 158). The negative ramifications DRP suffered from the intercompany deals benefitting		Claimant Renco objects to Request No. 18 for the following reasons. *First*, Request No. 18 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the requested Documents relating to the terms of the Loan or Revolving Credit Facility for the fiscal year 1998 have no	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested documents about "DRRC's	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	quarter ended 31 January 1998, as mentioned on p. 22 of DRRC's Form S-4 Registration Statement (**IK-007**). (Treaty Case)	Renco entities were evident for years. DRP's own documents are replete with warnings by DRP executives, auditors, financial experts, and banks alerting stakeholders that the business model was fundamentally flawed and threatened DRP's ability to meet its obligations or even to remain a going concern. Many such instances have since been revealed in the Missouri Litigations, even in the limited part of the record available to the public. (Counter-Memorial Treaty, ¶ 156). Additionally, in its Registration Statement dated 11 May 1998, DRRC stated the following: "Doe Run was not in compliance with the minimum net worth and maximum leverage ratio covenants under the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility for the fiscal quarter ended January 31, 1998, for which Doe Run received waivers." (**IK-007**, DRRC's Form S-4 Registration Statement, p. 22). The requested Documents are relevant to the Treaty Case and material to its outcome because they would allow the Tribunal and Peru to evaluate and determine DRRC's financial situation and its inability to assist DRP in complying with its financial and environmental obligations under the STA and PAMA. These Documents are foundational to Renco's fair and equitable treatment and		bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28).	noncompliance with the terms of the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility for the fiscal quarter ended 31 January 1998" have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested Documents about DRRC's noncompliance with the terms of the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility, it would assist the Tribunal in determining whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		expropriation claims because they allow Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and the true cause of DRP's financial downfall.		- Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 18 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Second*, Request No. 18 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - The scope of Request No. 18 is incredibly broad, as it seeks all documents "that explain, summarize, detail, address, discuss, or analyze DRRC's noncompliance with the terms of the Doe Run Term Loan and the Existing Doe Run Revolving Credit Facility for the fiscal quarter ended 31 January 1998." - This means that there is a sprawling universe of Documents that is potentially	to satisfy its obligations under the STA and PAMA. As Peru explained in its Counter-Memorial, DRP's own documents are replete with warnings by DRP executives, auditors, financial experts, and banks alerting stakeholders that the business model was fundamentally flawed and threatened DRP's ability to meet its obligations or even to remain a going concern. (Counter-Memorial Treaty, ¶ 156). DRRC's financial situation and its inability to assist DRP in complying with its financial and environmental obligations under the STA and PAMA is foundational to Renco's fair and equitable treatment and expropriation claims because it allows Peru and the Tribunal to fully determine whether Renco's and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				responsive to this broadly crafted request. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 24 years ago.	and the true cause of DRP's financial downfall. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Secondly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. Indeed, Peru has identified a narrow category of documents (a) of DRP, Renco, and/or DRRC; and (b) related to two precise issues. Claimant should be familiar with these documents. Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
19	Attachments referenced in the email message header of **R-084**, Email from Credit Lyonnais (A.	In **R-084**, Email from Credit Lyonnais (A. Corvalan) to DRP (E. Peitz), 4 July 2000, Ana Corvalan from Credit Lyonnais wrote to Erick Peitz, Treasurer for DRP, and attached a "discussion document with		Claimant Renco objects to Request No. 19 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules.	Disputed Matters Claimant objects to this request on the following grounds.	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	Corvalan) to DRP (E. Peitz), 4 July 2000 and **R-092**, Email from DRP (E. Peitz) to DRRC (B. Neil), 13 March 2006. (Treaty Case)	comments and questions regarding the last set of projections received on June 21." Peru obtained the email **R-084** through the publicly available record of the Missouri Litigations, but was not able to obtain the attachment entitled "DR discussion doc on May projections.doc." Similarly, in a March 2006 email from Eric Peitz to Bruce Neil attaching DRP's cash flow projections from 2006 to 2010, Mr. Peitz sounded the following alarm: "Please note that the cash flow is not sufficient to support PAMA, sustaining CAPEX, and the reactor. We run out of money in 2007" (**R-092**, Email from DRP (E. Peitz) to DRRC (B. Neil), 13 March 2006). The aforementioned email attached "cash flow worksheets" entitled "Book1.xls; Flujo LP 06 – 10 PAMA CRU No Zn No Cob.xls; Flujo LP 06 – 10 PAMA CRU No Zn No Cob con reactor.xls." Peru obtained the email **R-092** through the publicly available record of the Missouri Litigations, but was not able to obtain the attachments to the email. The requested attachments referenced in **R-084** and **R-092** are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine the true cause of		- Contrary to Peru's assertions, attachments to emails about DRP's projections in 2006 and 2009 have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009"	Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the requested emails about DRP's projections in 2006 and 2009 have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested attachments that address the projections of DRP and that relate to DRP not having "sufficient to support PAMA" and to sustain CAPEX, this would be relevant and material to the outcome of the case. The requested attachments	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall. This information would in turn allow the Tribunal to further analyze Renco's fair and equitable treatment and expropriation claims.		(Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 19 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction.	referenced in R-084 and R-092 are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to determine the true cause of DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
20	The "Presentation Booklets" referenced at p. 2 of **Exhibit R-090**, Email from DRRC (J. Zelms) to Renco Group (I. Rennert), attaching the Pierre Larroque Report on Peru Financing	Renco and DRRC bled DRP of cash through one-sided intercompany fee arrangements that benefitted Renco, DRRC, and its U.S. affiliates. These began on the same day of the Facility acquisition, and were formulated as agency, managerial, hedging, technical,		Claimant Renco objects to Request No. 20 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the "Booklets" discussing improvements to DRP's	Disputed Matters Claimant objects to this request on the following grounds. Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	Status, 19 October 2005. (Treaty Case)	and other agreements. (Counter-Memorial Treaty, ¶ 158). The negative ramifications DRP suffered from the intercompany deals benefitting the U.S. Renco entities were evident for years. DRP's own documents are replete with warnings by DRP executives, auditors, financial experts, and banks alerting stakeholders that the business model was fundamentally flawed and threatened DRP's ability to meet its obligations or even to remain a going concern. Many such instances have since been revealed in the Missouri Litigations, even in the limited part of the record available to the public. (Counter-Memorial Treaty, ¶ 156). Additionally, in an email dated 19 October 2005 from Mr. Zelms to Mr. Rennert, he stated the following: "A $310 million PAMA and Modernization Facility will allow DRP to improve its EBITDA margin by about $60 million (This is conservative – See Presentation Booklets.)" (**Exhibit R-090**, Email from DRRC (J. Zelms) to Renco Group (I. Rennert), attaching the Pierre Larroque Report on Peru Financing Status, 19 October 2005, p. 2). The requested "Presentation Booklets" are relevant to the Treaty Case and material to its outcome because they are		EBITDA margin in 2005 have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28).	of the case because: (a) the requested "Booklets" discussing improvements to DRP's EBITDA margin in 2005 have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. Peru notes that if the Tribunal were to have access to the requested booklets that address ways to improve DRP's EBITDA, it would assist the Tribunal in understanding the opportunities that DRP had at its disposal in order to become more profitable, and therefore more able to finance its environmental obligations. This would in turn allow the Tribunal to determine whether Renco's	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		foundational to Renco's fair and equitable treatment and expropriation claims because they allow Peru and the Tribunal to fully determine whether DRP had the ability to comply with its financial and environmental obligations under the STA and PAMA.		- Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 20 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction.	and/or DRP's and/or Renco affiliates' decisions were the cause of DRP's failure to satisfy its obligations under the STA and PAMA and DRP's downfall. This makes the memorandum foundational to Renco's fair and equitable treatment and expropriation claims. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
21	Documents of Renco and/or DRRC from March 1997 to October 1997 in relation to the preparation of the bidding documentation that was put forward to present themselves as suitable candidates for acquiring Metaloroya	In March 1997, CEPRI announced an international tender, inviting private investors to bid for Metaloroya (Treaty Counter-Memorial, ¶ 102; **Exhibit R-187**, Bidding Terms (Second Round); See also **Exhibit C-104**, 1999 White Paper, p. 72). Bidders were required to demonstrate: (a) technical capacity, i.e. the bidder had to have "operate[d] or [] implemented metallurgical processes in a production		Claimant Renco objects to Request No. 21 for the following reasons. *First*, Request No. 21 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Peru fails to state with any specificity what kind of	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	during the international tender both from a technical and financial perspective. (Treaty Case)	capacity of at least 50,000 annual tons"; and (b) financial capacity, i.e. the bidder had "to have net assets no lower than USD 50,000,000" (Treaty Counter-Memorial, ¶ 103; **Exhibit R-187**, Bidding Terms (Second Round), p. 18; **Exhibit R-188**, Renco Prequalification, Centromín, 6 March 1997, p. 46). The requested Documents are relevant to the Treaty Case and material to its outcome because a determination of whether Renco and DRRC had the financial and technical capability of enabling DRP to perform its obligations under the STA is relevant for determining whether DRP's failure to complete the Sulfuric Acid Plant Project was caused by DRP's actions and capabilities within its control. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims.		Documents would be responsive to Request No. 21. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 21 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - That the Renco Consortium bid for and won the auction for the La Oroya Complex is not at issue in the Treaty Case (*see* Mem. (Treaty Case), § II.C; Counter-Mem. (Treaty Case), ¶ 110. - Therefore, contrary to Peru's assertions, documents related to the preparation of the bidding process for Metaloroya have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii)	explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) of Renco and/or DRRC; (b) from March 1997 to October 1997; and (c) in relation to the preparation of the documentation that Claimant submitted to present itself as a suitable candidate to bid for Metaloroya. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Additionally, Claimant asserts that Respondent does not state with any specificity what type of	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 21 that are related to events and time periods that it	Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. Secondly, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) the fact that Claimant bid and won the auction is not in dispute, and the requested documents, which all relate to the bidding process, "have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA"; and (b) given that Peru alleges that the bulk of	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 21 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope of Peru's Request No. 21 is incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 21. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 25 years ago.	Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is not serious because Claimant itself has requested documents that relate to the bidding process precisely because they were relevant and material (see requests 6 and 10 of the Claimants' documents productions requests, Contract Case). These documents cannot simply be irrelevant when Claimant is requested to produce them. On any view, the documents are relevant because Claimant represented that it was capable – both from a technical and financial perspective – to comply with its environmental obligations. That Claimant won the bid. That is obvious. But what matters is the accuracy of the representations it made to win it. It is Peru's case that Claimant's non-compliance	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					of its obligations under the STA, as well as Claimant's poor financial situation, is the consequence of Claimant's own making, not Peru's. Peru's treatment of Claimant, in dispute, was on Peru's case: fair, equitable and reasonable, after Claimant repeatedly reneged to comply with what it represented it was capable of – and committed to – do. Claimant could never have had any expectations of receiving multiple extensions to comply with its obligations under the STA, nor has Peru interfered with DRP's restructuring plans amounting to expropriation. The requested documents will serve to decide upon these issues. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					"unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but those that relate to the preparation of the bidding documentation that was put forward by Claimant to demonstrate its technical and financial credentials. Claimant should be familiar with these documents. Further, Claimant's assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago.	

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					<u>Request for Resolution</u> Peru requests that Claimant be ordered to disclose the requested documents.	
22	Documents that were produced by Renco and/or DRRC before, during and after the visit of CEPRI's representatives DRRC's Herculaneum facilities on 19-22 October 1996 in relation to the same. (Treaty Case)	During the tender phase, Renco represented to CEPRI that its subsidiary, DRRC: (a) had twenty (20) years of experience in ore extractions including lead, zinc and copper; (b) owned and operated six (6) mines and four (4) plants; and (c) operated higher annual capacities than the 50,000 annual tons required for prequalification at its Missouri facilities in Herculaneum and Boss (Treaty Counter-Memorial, ¶ 104; **Exhibit R-188**, Renco Prequalification, Centromín, 6 March 1997, p. 35). As part of the tender process, Centromin visited DRRC's Herculaneum facility. During the visit to DRRC's Herculaneum facilities, DRRC represented that it: (a) used technology that balanced profitability for the business and management of factors that affect the environment with relatively low investments; and (b) complied with environmental and human health regulations (Treaty Counter-Memorial, ¶ 106; **Exhibit R-189**, Report on Visit to		Claimant Renco objects to Request No. 22 for the following reasons. *First*, Request No. 22 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - It is unclear what the term "produced" means in the context of CEPRI's visit to Herculaneum. - Peru also does not state with any specificity what types of Documents would be responsive to Request No. 22. - Moreover, in what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Peru vaguely requests all Documents produced "before, during and after the visit," instead of providing a relevant, documentation limiting timeframe. - This means that there is a sprawling universe of	Disputed Matters Claimant objects to this request on the following grounds. <u>First</u>, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) produced by Renco and/or DRRC; (b) before, during and after the visit of CEPRI's	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
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		the Herculaneum Site (19–22 October 1996), 25 October 1996, pp. 12–13). In its Memorial, Renco omitted that it "knew that ongoing operations (as opposed to historical operations) posed the greatest health risks to those living within the vicinity of a smelter. At its Herculaneum smelter in Missouri, the U.S. EPA had required DRRC to undertake emissions control projects on a set schedule in order to bring the smelter's emissions within U.S. limits (Treaty Counter-Memorial, ¶ 294; **Exhibit R-205**, The El Paso Smelter 20 Years Later: Residual Impact on Mexican Children, ENVIRONMENTAL RESEARCH, Fernando Díaz-Barriga et al., 1997; **Exhibit R-178**, Herculaneum Orders and Stipulations 5–9, Air Conservation Commission (State of Missori), Missouri Department of Natural Resources and The Doe Run Company, July 1990–1997). The requested Documents are relevant to the Treaty Case and material to its outcome because they would allow Peru and the Tribunal to determine how much Renco and DRRC knew about possible the negative effects of ongoing emissions of a similar project. The Documents also provide Peru and the Tribunal an example of how Renco and DRRC manage their operations. This information would in		Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 22 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, "how much Renco and DRRC knew about possible the [sic] negative effects of ongoing emission of a similar project" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its	representatives to DRRC's Herculaneum facilities on 19-22 October 1996; and (c) in relation to the same. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and with respect to a particular subject. Contrary to Claimant's assertion, there cannot be a "*sprawling universe*" of documents prepared in relation to one four-day visit to one facility. Further, the visit had one specific goal, which was to show Claimant's capabilities as bidder. This is a narrow subject. Peru has submitted documents in relation this visit (**Exhibit R-189**) and it is reasonable to think that Claimant issued and is in possession of similar documents. This is hardly a fishing expedition. Claimant also argues that "[i]t is unclear what the term "produced" means in the context of CEPRI's visit to Herculaneum."	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims of the impact of financial economic crisis on DRP's operations and profitability, and the true cause of DRP's failure to comply with its PAMA and STA obligations and the true cause of DRP's financial downfall.		Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 22 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 22 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.	Produce means, according to the Cambridge Dictionary, "*to make something or bring something into existence*", like, for example, a report ("*She's asked me to produce a report on the state of the project.*"). The meaning of the word "produce" is clear in the context of the request and in regards to the visit to Herculaneum. Claimant can find the definition here. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports,	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				- As explained above, the scope and timeframe of Peru's Request No. 22 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 22. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 26 years ago.	emails, and minutes of meetings. Secondly, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) documents showing how much Renco and DRRC knew about possible negative effects of ongoing emissions of a similar project has no bearing on whether Peru, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. With respect to (a), the documents requested are relevant because Claimant represented that it was capable of turning around Metaloroya's environmental performance, with full knowledge of the negative	

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					consequences of emissions. It is Peru's case that Claimant's non-compliance of its obligations under the STA, as well as Claimant's poor financial situation, is the consequence of Claimant's own making, not Peru's. Peru's comments with respect to the relevance of assessing Peru's treatment of Claimant made at Request No. 21 apply *mutatis mutandis* to this request. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome." This is incorrect. As stated above, Peru has identified a narrow category of documents: (a) produced by Renco and/or DRRC; (b) in	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but those that relate to the visit of CEPRI's representatives to DRRC's Herculaneum facilities. **Request for Resolution** Peru requests that Claimant be ordered to disclose the requested documents.	
23	Documents of Renco and DRRC from January 1997 to October 1997 that explain, summarize, detail, address, discuss, or analyze the two rounds of written questions and answers on the contract models and bidding related documents that were put before CEPRI. (Contract Case)	CEPRI offered two rounds of written questions and answers on the contract models. These rounds of questions were intended as an opportunity for bidders to request clarifications with respect to the transaction and obligations under the contract, including those relative to the PAMA. CEPRI provided the first round of responses to bidder questions on 27 February 1997, along with: (a) an example demonstrating how the capitalization mechanism worked; (b) modification of the schedule for the privatization process; and (c) modifications to certain clauses of the model contracts. COPRI provided a second round of written answers to questions on 26 March 1997, with revised		Claimants Renco and DRRC object to Request No. 23 for the following reasons. *First*, Request No. 23 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 23 seeks all Documents that "explain, summarize, detail, address, discuss, or analyze" the "two rounds of written questions and answers on the contract models and bidding," yet fails to state with any specificity what kind of Documents would be responsive to Request No. 23.	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is	Request denied

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		model contracts. No questions were raised with the respect to the ten-year period to complete the PAMA (Treaty Counter-Memorial, ¶ 108; **Exhibit R-200**, Question and Answers Round 1, 27 February 1997; **Exhibit R-201**, Question and Answers Round 2, 26 March 1997; **Exhibit R-187**, Bidding Terms (Second Round)). In their Contract Memorial, Renco and DRRC point to Centromín's responses to questions 41 and 42 of the rounds of consultations to assert that "investors [in the Facility] would not be required to assume liability for third-party claims that arose from the operation of the Complex before or during the modernization and upgrade" (Contract Memorial, ¶ 51). However, as Peru and Activos Mineros explain in paragraphs 689-690 of their Contract Counter-Memorial, that is not the conclusion that can be drawn from Centromín's responses to questions 41 and 42. Renco and DRRC ignore the fact that Question 41 recognizes that any new operator must not operate the Facility with practices that are less protective than Centromín's (**Exhibit R-201**, Question and Answers Round 2, 26 March 1997, query 41). That recognition is part of the question that Centromín replied to. The requested Documents are relevant to the Contract Case and material to its		- This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 23 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope of Request No. 23 is incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 23. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago.	sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) of Renco and/or DRRC; (b) from January 1997 to October 1997; and (c) in relation to the two rounds of written questions and answers on the contract models and bidding-related documents that took place on 27 February 1997 and on 26 March 1997. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Contrary to Claimant's assertion, there cannot be a "*sprawling universe*" of documents prepared in relation to two specific rounds of Q&A that took place on specific dates in relation to specific documents. Additionally, Claimant asserts that Respondent does not state with any	

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		outcome because Renco and DRRC have provided no evidence other than their witness statements to argue that the assumption or responsibility clauses for environmental damage should be interpreted in the manner they have set forth. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco and DRRC's claims under Clauses 6.2 and 6.3 of the STA.			specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. Secondly, Claimant argues that this request is "unreasonably burdensome." This is incorrect. As stated above, Peru has identified a narrow category of documents (a) of Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but those that relate to the two rounds of	

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					Q&A during the bidding process. Claimant heavily relies on these rounds in its Statement of Claim (see paras. 47-51, 178 and 202) and should be therefore familiar with the requested documents. Further, Claimant's assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago. **Request for Resolution** Peru requests that Claimant be ordered to disclose the requested documents.	
24	Documents that were produced by Renco and/or DRRC during the necessary due diligence process for the Metaloroya bid on	All bidders, including Renco and DRRC, were provided with thorough documentation related to the Facility, prepared not only by governmental authorities but also by external advisors specifically retained to assess on the		Claimants Renco and DRRC object to Request No. 24 for the following reasons. *First*, Request No. 24 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed.	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant alleges that Peru has failed to identify a	Request denied.

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	14 April 1997, in relation to technical, financial and legal aspects of the Facility including those related to the environmental laws under which the Facility had to operate, environmental responsibilities to operators, the PAMA for Metaloroya and their assessment of the external reports that had been commissioned by CEPRI on the Facility (SNC Report and the Knight Piésold Report). (The Matters)	PAMA, the Facility and its prospects. Bidders were permitted to visit the Facility—as Claimant did—ask questions on relevant documentation and carry out a due diligence by themselves or by third parties. (Treaty Memorial, ¶ 116). At Clause 7 of the STA, DRP confirmed that it had conducted sufficient due diligence to understand the extension of its environmental responsibilities under the PAMA and potential risks. (Treaty Memorial, ¶ 116; **Exhibit R-001**, STA & Renco Guaranty, clause 7). The requested Documents are relevant to the Matters and material to their outcomes because Renco and DRRC have alleged that they were not able to perform an adequate due diligence. The requested Documents would allow Peru and the Tribunal to determine what Renco and DRRC discovered during their due diligence process. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco and DRRC's claims under Clauses 6.2 and 6.3 of the STA, and Renco's fair and equitable treatment and expropriation claim.		- It is unclear what the term "produced" means in the context of the "due diligence process for the Metaloroya bid." - Respondents Peru and Activos Mineros also do not state with any specificity what types of Documents would be responsive to Request No. 24. This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 24 is neither relevant to the Treaty Case or the Contract Case nor material to their outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - According to Respondents, the requested Documents are "relevant to the Matters and material to their outcomes" allegedly because "Renco and DRRC have alleged that they were not able to perform an adequate due diligence." - But nowhere in either the Memorial (in the Treaty Case) or Statement of Claim (in the Contract Case) have Claimants Renco and DRRC argued that	narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) produced by Renco and/or DRRC; (b) during Claimant's due diligence process for Metaloroya; and (c) in relation to technical, financial, legal, operational and environmental aspects of the Facility and assessment of the SNC Report and the Knight Piésold Report. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to	

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				they were "not able to perform an adequate due diligence." - Even assuming that Claimants *had* alleged that "they were not able to perform an adequate due diligence," Request No. 24 is neither relevant to the Cases nor material to their outcome for other reasons. - That the Renco Consortium bid for and won the auction for the La Oroya Complex is not at issue in either the Treaty Case or the Contract Case (*see* Mem. (Treaty Case), § II.C; SoC (Contract Case), § II.E; Counter-Mem. (Treaty Case), ¶ 110; Counter-Mem. (Contract Case), ¶ 97). - Thus, contrary to Respondents' assertions, "what Renco and DRRC discovered during their due diligence process" would neither be relevant to the Cases or material to their outcome, *i.e.*, whether Peru breached its obligations under the U.S.-Peru FTA or whether Respondents failed to comply with their contractual obligations under the STA.	a specific subject. Contrary to Claimant's assertion, there cannot be a "*sprawling universe*" of documents for this request. Peru is only asking for documents in relation to the due diligence carried out to acquire Metaloroya. This is neither unusual nor unreasonable in the context of investment claims. Peru's comments with respect to Claimant's complaints about the use of the word "produce" made at Request No. 22 apply *mutatis mutandis* to this request. <u>Secondly</u>, Claimant argues that the requested documents lack relevance and materiality to the outcome of the case because: (a) Renco and DRRC never stated that were not able to perform an adequate due diligence; and (b) even if this was true, the requested documents are not relevant and material to any of the Claimant's alledged violations to either	

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				- Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - At its core, the Contract Case is about Peru's and Activos Mineros' failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations. - Request No. 24 is also not relevant to the Treaty Case or material to its outcome because Peru seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on	the treaty of the contract. Claimant also argues that (c) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request documents that pre-date February 1, 2009. With respect to (a), Claimant's witness Mr. Dennis A. Sadlowski, Vice President of Law for Renco, states at para ¶ 15 of his witness statement that: "the Renco Consortium members had only minimal time to review the preliminary basis and technical data giving rise to the PAMA, and (3) we had to generally rely on the representations of the government in terms of the PAMA tasks." Unless Claimant wishes to correct this statement, it will be taken as true and sufficient to support Peru's assertion. With respect to (b), Claimant makes various allegations.	

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				alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 24 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 24 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope of Request No. 24 is incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 24.	With respect to the Treaty Case, Claimant argues that "what Renco and DRRC discovered during their due diligence process" is not relevant to any of its Treaty claims. This is incorrect. Claimant's contemporaneous understanding of its environmental, contractual and financial obligations and the technical and operational aspects of the Facility, is relevant to assess Claimant's expectations at the time of assessing the project. It is Peru's case that Claimant's non-compliance with its obligations under the STA, as well as Claimant's poor financial situation, is the consequence of Claimant's own making, not Peru's. Peru's comments with respect to the relevance of assessing Peru's treatment of Claimant made at Request No. 21 apply *mutatis mutandis* to this request.	

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				- Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago.	For example, at ¶ 5 of the Memorial (Treaty Case), Claimant asserts that the Knight Piésold Report "concluded that completion of the PAMA would take 'in excess of the ten year implementation schedule being considered by the Ministry' and that 'considerable flexibility in the implementation and application of the new standards will be necessary.'" Claimant argues that it "was against this backdrop [the Knight Piésold Report], and after assurances of flexibility by Peru, that the Renco Consortium agreed to enter into the Stock Transfer Agreement." Claimant's contemporaneous assessment of this document – reviewed during its due diligence – is therefore relevant to Claimant's claims and Peru's case. With respect to the Contract Case, Claimant asserts that the its due	

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					diligence is irrelevant to assess "Peru's and Activos Mineros' failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations." This is incorrect. Claimant asserts at ¶ 11 of its Statement of Claim (Contract Case) that: "Respondents entirely reneged on their contractual and legal obligations and representations, and they refused to assume any responsibility for those Lawsuits". Any alleged representation Peru made would have had to be made before Claimant entered into the STA, and therefore reflected in its due diligence. Thus far, Claimant has only been able to rely on witness evidence to make this allegation. Submission (c) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in	

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					connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) produced by Renco and/or DRRC; (b) in a specific time frame; and (c) related to a specific subject. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but those that relate to Claimant's due diligence on the Facility. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to	

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					drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. Further, Claimant's assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago. **Request for Resolution** Peru requests that Claimant be ordered to disclose the requested documents.	
25	Documents that were produced by Renco and/or DRRC before, during and after the visit made by its/their representatives to the La Oroya Facility in 1997 prior to DRP	Bidders of the tender for La Oroya Facility were given access to a data room with all pertinent documentation. To complete their examination, bidders were also permitted to visit the Facility. (Treaty Memorial, ¶ 107; **Exhibit R-187**, Bidding Terms (Second Round), PDF p. 9).		Claimants Renco and DRRC object to Request No. 25 for the following reasons. *First*, Request No. 25 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - It is unclear what the term "produced" means in the context	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant alleges that Peru has failed to identify a narrow and specific category of documents.	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	executing the STA in relation to the same. (The Matters)	We understand that Renco and/or DRRC representatives visited the facility in this respect. The requested Documents are relevant to the Matters and material to their outcomes because Renco and DRRC's representatives who visited the Facility would have presumably prepared Documents explaining, summarizing, detailing, addressing, discussing, or analyzing their observations of the Facility. These Documents would allow Peru and the Tribunal to analyze Renco and/or DRRC's knowledge of the risks associated with the Facility. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco and DRRC's claims under Clauses 6.2 and 6.3 of the STA, and Renco's fair and equitable treatment and expropriation claim.		of Renco's/ DRRC's visit to the La Oroya Facility. - Respondents Peru and Activos Mineros also do not state with any specificity what types of Documents would be responsive to Request No. 25. - Moreover, in what is clearly a fishing expedition to find anything remotely helpful to Respondents' position in the Treaty Case and in the Contract Case, Respondents vaguely request all Documents produced "before, during and after the visit," instead of providing a relevant, limiting timeframe. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 25 is neither relevant to the Treaty Case or the Contract Case nor material to their outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - The steps leading up to the Renco Consortium's bid for the La Oroya Complex are not at issue in either the Treaty Case or the Contract Case (*see* Mem.	This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) produced by Renco and/or DRRC; (b) before, during and after Claimant's visit to La Oroya; and (c) in relation to it. This is a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a specific subject. Contrary to Claimant's assertion, there cannot be a "*sprawling universe*" of documents but rather a very specific range of documents related to the one visit it made to the facility that is the epicenter	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				(Treaty Case), § II.C; SoC (Contract Case), § II.E; Counter-Mem. (Treaty Case), ¶ 110; Counter-Mem. (Contract Case), ¶ 97). - Thus, contrary to Respondents' assertions, any Claimants' representatives' "knowledge of . . . risk" after the site visit in 1997 is not relevant to either the Treaty Case or the Contract Case or material to their outcome, *i.e.*, whether Peru breached its obligations under the U.S.-Peru FTA or whether Respondents failed to comply with their contractual obligations under the STA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - At its core, the Contract Case is about Respondents' failure to comply with their contractual	of all its claims. Claimant should be familiar with these documents. Peru's comments with respect to Claimant's complaints about the use of the word "produce" made at Request No. 22 apply *mutatis mutandis* to this request. <u>Secondly</u>, Claimant argues that (a) any Claimants' representatives' "knowledge of the risks associated with the Facility" is not relevant to either the Treaty Case or the Contract Case or material to their outcome "*i.e.*, whether Peru breached its obligations under the U.S.-Peru FTA or whether Respondents failed to comply with their contractual obligations under the STA." Claimant also argues that (b) given that Peru alleges that the bulk of Claimant's claims fall outside of the jurisdiction *ratione temporis* of the Treaty, Peru cannot request	

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				obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations. - Request No. 25 is also not relevant to the Treaty Case or material to its outcome because Peru seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand	documents that pre-date February 1, 2009. This is incorrect. With respect to the Treaty Case, the Claimant's visit to the Facility was part of its due diligence and informed Claimant's contemporaneous understanding of its environmental, contractual and financial obligations and the technical and operational aspects of the Facility; and therefore is relevant to assess Claimant's expectations at the time of assessing the project. It is Peru's case that Claimant's non-compliance with its obligations under the STA, as well as Claimant's poor financial situation, is the consequence of Claimant's own making, not Peru's. Peru's comments with respect to the relevance of these documents to assess Peru's fair, equitable and reasonable treatment of Claimant made at Request	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				ask for documents as it does in Request No. 25 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 25 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Respondents' Request No. 25 are incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 25. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago.	No. 21 apply *mutatis mutandis* to this request. For example, Buckley, former President and General Manager of DRP, who was primarily responsible for the due diligence and visited La Oroya, noted that it was "obvious" to him and to "anyone with experience in smelting operations that the town was highly contaminated" and that "there was a serious need for modern management and control, which Doe Run could bring to the Facility" (see Exhibit R-165 cited at ¶ 117 of Peru's Counter-Memorial, Treaty Case). The requested documents are also relevant to the Contract Case because, as stated above, the visit and the documents Claimant issued in relation to it, were part of Claimant's due diligence and any alleged representations made by Peru with respect to assuming "any	

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					responsibility for those Lawsuits" as Claimant alleges (Statement of Claim, Contract Case, ¶ 11) would have had to be made before Claimant entered into the STA, and therefore reflected in its due diligence. Thus far, Claimant has only been able to rely on witness evidence to make this allegation. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. As stated above, Peru has identified a narrow category of documents (a) produced by Renco and/or DRRC; (b) in a specific time frame; and (c) related to a particular subject. Contrary to Claimant's assertion, Peru	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					is not requesting any kind of documents but only those that relate to the Claimant's one visit to La Oroya during the bidding process. Claimant should be familiar with these documents given their relevance. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. **Request for Resolution**	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Peru requests that Claimant be ordered to disclose the requested documents.	
26	Documents of DRP, Renco, DRRC, and/or DRCL from October 1997 to July 2010 that explain, summarize, detail, address, discuss, or analyze DRP's ability to comply with its PAMA obligations (including PAMA projects and modernization). (Treaty Case)	Renco alleges that "the global financial crisis severely impacted DRP and its ability to operate, and essentially wiped out the profits of the Cobriza mine which constituted DRP's main source of funding for the PAMA projects[,]" arguing that this constituted a *force majeure* condition (Treaty Memorial, ¶ 7). Further, Renco alleges that "the global financial crisis prevented DRP from finishing the Copper Circuit Sulfuric Acid Plant Project by the October 2009 deadline" (Treaty Memorial, ¶ 93). However, as Peru pointed out in its Treaty Counter-Memorial, "The negative ramifications DRP suffered from the intercompany deals benefitting the U.S. Renco entities were evident for years. DRP's own documents are replete with warnings by DRP executives, auditors, financial experts, and banks alerting stakeholders that the business model was fundamentally flawed and threatened DRP's ability to meet its obligations or even to remain a going concern." (Treaty Counter-Memorial, ¶ 169; *see also* **Exhibit R-085**, Memorandum from DRP (J. Zelms), 4 September 2000, p. 4.).		Claimant Renco objects to Request No. 26 for the following reasons. *First*, Request No. 26 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 26 spans a period of 13 years, from October 1997 to July 2010. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 26 also seeks all Documents that "explain, summarize, detail, address, discuss, or analyze DRP's ability to comply with its PAMA obligations (including PAMA Projects *and* modernization)" (emphasis added). - Peru also fails to state with any specificity what types of Documents would be responsive to "DRP's ability to comply with PAMA obligations."	Disputed Matters Claimant objects to this request on the following grounds. First, Claimant alleges that Peru has failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, Peru requested documents: (a) of DRP, Renco, DRRC, and/or DRCL; (b) from October 1997 to July 2010; (c) explaining, summarizing,	Request granted.

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		The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to determine how DRP and its executives/employees viewed DRP's ability to satisfy its PAMA projects and modernization commitments. The requested documents would allow Peru and the Tribunal to determine whether DRP thought it was reasonable to expect that it would be able to have sufficient cash flow from operations to satisfy its PAMA project and modernization expenditures. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair and equitable treatment and expropriation claims.		- This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 26 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, whether DRP thought it "would have sufficient cash flow . . . to satisfy its PAMA project and modernization expenditures" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force.	detailing, addressing, discussing, or analyzing; (d) DRP's ability to comply with its PAMA obligations (including PAMA projects and modernization). This request relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Claimant claims that Peru fails to identify the kinds of documents, but that is incorrect. The documents would relate to the amount that was spent on the PAMA Projects and PAMA modernization. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to	

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				However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 26 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 26 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.	drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. With respect to the 13-year timeframe, the dates are intentional, specific, and with a strong basis, because the period from October 1997 to July 2010 represents the period from the signing of the STA to the date INDECOPI declared DRP in bankruptcy. Secondly, Claimant argues that the requested documents lack sufficient relevance and materiality to the outcome of the case because: (a) whether DRP thought it "would have sufficient cash flow . . . to satisfy its PAMA project and modernization expenditures has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA; and (b) given that Peru alleges that the	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				- As explained above, the scope and timeframe of Peru's Request No. 26 are incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 26.	bulk of Claimant's claims fall outside of the jurisdiction ratione temporis of the Treaty, Peru cannot request documents that pre-date February 1, 2009. Submission (a) is incorrect. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to determine how DRP and its executives / employees viewed DRP's ability to satisfy its PAMA projects and modernization commitments. The requested documents would allow Peru and the Tribunal to determine whether DRP thought it was reasonable to expect that it would be able to have sufficient cash flow from operations to satisfy its PAMA project and modernization expenditures. This information would in turn allow the Tribunal to fully evaluate and determine the legitimacy of Renco's fair	

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					and equitable treatment and expropriation claims. Indeed, if the Tribunal were to analyze whether the MEM's decision to condition the extension of time to complete the Sulfuric Acid Plant Project was justified, then the question of whether Renco and DRRC contributed to the financial downfall of DRP or the alleged destruction of its investment will be relevant and material to the outcome of the case. Submission (b) regarding documents pre-dating 2009 is baseless for the reasons set out in response to this same objection in connection with Request No. 1. Thirdly, Claimant argues that this request is "unreasonably burdensome". This is incorrect. Peru has identified a narrow category of documents (a) of DRP, Renco, DRRC, and/or DRCL; (b) in a	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					specific time frame; (c) related to a particular subject that the Claimant has made relevant to the case. Contrary to Claimant's assertion, Peru is not requesting any kind of documents but only documents that relate to how DRP thought it would be able to comply with its PAMA obligations (including PAMA projects and modernization). Claimant should be familiar with these documents, as it was its primary obligation. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					environmental plan, such as memoranda, reports, emails, and minutes of meetings. Request for Resolution Peru request that Claimant be ordered to disclose the requested documents.	
27	Documents created by Renco and DRRC from March 1997 to the execution of the STA (23 October 1997) that explain, summarize, detail, address, discuss, analyze, the identity of the parties to the STA. (Contract Case)	Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). But in September of 1997, Renco and DRRC ceded the rights they had acquired as winners of the bidding process. (Contract Counter-Memorial, ¶ 512). In their jurisdictional arguments, Renco and DRRC cite no documentary evidence to support the theory that they understood or believed that they would be parties to the STA. (Contract Memorial, ¶ 57). The requested Documents are relevant to the Contract Case and material to its outcome because the determination of whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC's claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B, IV.A.1).		Claimants Renco and DRRC object to Request No. 27 for the following reasons. *First*, Request No. 27 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 27 seeks all Documents that "explain, summarize, detail, address, discuss, or analyze" the "identity of the parties to the STA," yet fails to state with any specificity what kind of Documents would be responsive to Request No. 27. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 27 is unreasonably burdensome and Renco should not have	Disputed Matters Claimants object to this request on the following grounds. First, Claimants allege that Respondents have failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification "*with some particularity of the nature of the documents sought and the general time frame in which they would have been prepared*" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Respondents have fully complied with that requirement.	Request granted

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC because Renco and DRRC participated in the bidding process and argue that they participated in the negotiations of the STA. (Contract Memorial, ¶¶ 53–56). Accordingly, Renco and DRRC would possess Documents that explain, summarize, detail, address, discuss, analyze, who they understood or believed would be parties to the STA.		to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope of Request No. 27 is incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 27. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago.	Here, Respondents requested documents: (a) created by Renco and/or DRRC; (b) from March 1997 to 23 October 1997; and (c) in relation to the identity of the parties to the STA. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a particular subject. Secondly, Claimants argue that this request is "unreasonably burdensome". This is incorrect. As stated above, Respondents have identified a narrow category of documents. Contrary to Claimants' assertion, Respondents are not requesting any kind of documents but those that would "explain, summarize, detail, address, discuss, analyze, the identity of the parties to the STA." Claimants should be familiar with these documents given their	

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					relevance to the Contract Case. If Renco and DRRC are not parties to the STA (which they are not) they have no standing to bring this arbitration. Respondents further note that Claimants have not contested the relevance and materiality of the requested documents to the outcome of the case. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Further, Claimants' assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimants to raise this objection, as Claimants themselves have made requests for documents that were created as long as 25 years ago. **<u>Request for Resolution</u>** Respondents request that Claimants be ordered to disclose the requested documents.	
28	To the extent not produced in response to Request No. 27, Documents from the negotiations of the STA between Renco, DRRC, and/or DRP and Centromin and/or Peru that explain, detail, address, argue, discuss, or analyze, or accept	Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). To support their argument, Renco and DRRC contend that during the STA negotiations they sought and obtained assurances from Activos Mineros and Peru that they would be protected from third-party claims (pursuant to clauses 5 and 6 of the STA). (Contract Memorial, ¶¶ 53–56). Because, in Renco and DRRC's view, they have rights under clauses 5 and 6, they contend that they are parties to the STA. (Contract Memorial, ¶		Claimants Renco and DRRC object to Request No. 28 for the following reasons. *First*, any Documents responsive to Request No. 28 are in the possession, custody or control of Respondents. - Since Request No. 28 seeks "Documents from the negotiations of the STA between Renco, DRRC and/or DRP *and Centromin and/or Peru*" (emphasis added), it follows that such documents would be in	Disputed Matters Claimants object to this request on the following grounds. <u>First</u>, Claimants allege that the requested documents should be in Respondents' possession given that they are documents from the negotations of the STA between "Renco, DRRC,	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	(i) that Renco and DRRC would or should be encompassed by clauses 5 and 6 of the STA, and (ii) that Renco and DRRC would or should be parties to the STA. (Contract Case)	121; Payet Expert Report, ¶¶ 125, 132, 138). But Renco and DRRC present no documentary evidence that—during STA negotiations—(i) they requested to be encompassed by clauses 5 and 6 of the STA, (ii) they requested to be parties to the STA, nor that (iii) Activos Mineros and/or Peru agreed to any such requests. Renco and DRRC also allege that, in the alternative, they should be considered parties to the STA Arbitral Clause because the contracting parties intended that they be protected from third-party claims (ostensibly, under clauses 5 and 6 of the STA). (Contract Memorial, ¶¶ 128–29). Moreover, according to Renco and DRRC the Tribunal should find that they are encompassed by clauses 5 and 6 of the STA even if they are not parties to the STA. (Contract Memorial, ¶ 207). As Activos Mineros and Peru have explained, however, Renco and DRRC are not encompassed by clauses 5 and 6 and are thus not parties to the STA. (Contract Counter-Memorial, § III.B). There was never any intention that they be encompassed by clauses 5 and 6. Renco and DRRC do not fall within the ambit of the STA Arbitral Clause nor are they third-party beneficiaries. (Contract		Centromin's and/or Peru's possession, custody or control. *Second*, Request No. 28 is not "narrow and specific," as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 28 broadly seeks all Documents "from the negotiations of the STA … that *explain, detail address, argue, discuss, or analyze, or accept* (i) that Renco and DRRC *would or should be* encompassed by clauses 5 and 6 of the STA, and (ii) that Renco and DRRC *would or should be* parties to the STA" (emphasis added). - Respondents, however, fail to state with any specificity what kind of Documents would be responsive to Request No. 28. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Third*, Request No. 28 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.	and/or DRP and Centromin and/or Peru". Respondents confirm that, after a reasonable search, they have not located or identified documenta that would prove that Renco / DRRC are encompassed by clauses 5 and 6 of the STA or are parties to the STA. Claimants assert that this is the case and have the burden of proving it. Thus far, Claimants have only been able to support these assertions with witness evidence. If what Claimants assert is correct, then it must be recorded somewhere in contemporaneous documentation in Claimants' possession and must be disclosed. Secondly, Claimants allege that Resondents have failed to identify a narrow and specific category of documents. This is incorrect. As explained in the commentary on the IBA Rules, identification ""*with some particularity of the*	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		Counter-Memorial, §§ III.B.2 & III.B.3). And finally, even if Renco and DRRC were parties to the STA, they still are not encompassed by clauses 5 and 6 of the STA. (Contract Counter-Memorial, §§ IV.A.2 & IV.C.1) The requested Documents are relevant to the Contract Case and material to its outcome for numerous reasons: (1) The determination of whether Renco and DRRC are parties to the STA, parties to the STA Arbitral Clause, or third-party beneficiaries is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC's claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1). (2) Whether Renco and DRRC are encompassed by clauses 5 and 6 will determine whether their STA claims are admissible—irrespective of whether they are or are not parties to the STA. (Contract Counter-Memorial, §§ IV.A.2 & IV.C.1). (3) Whether Renco and DRRC are encompassed by clauses 5 and 6 will determine whether their Peru Guaranty claims are admissible—given that Renco		- As explained above, the scope of Request No. 28 is incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 28. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created more than 25 years ago.	*nature of the documents sought and the general time frame in which they would have been prepared*"" is sufficient to satisfy Article 3.3(a)(ii) of the IBA Rules. Peru has fully complied with that requirement. Here, respondents requested documents: (a) from the negotiations of the STA between Renco, DRRC, and/or DRP and Centromin and/or Peru; and (c) in relation to whether (i) Renco and DRRC should be encompassed by clauses 5 and 6 of the STA; and (ii) Renco and DRRC are parties to the STA. This a narrow time frame and subject. It relates to documents from identified entities, within a specific time frame and in respect to a specific subject. Thirdly, Claimants argue that this request is "unreasonably burdensome". This is incorrect. As stated above, Respondents have identified a narrow	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		and DRRC base such claims on Activos Mineros's purported breach of its STA obligations and Peru's supposed duty to guaranty Activos Mineros's compliance with such obligations. (Contract Memorial, ¶¶ 187-209) (Contract Counter-Memorial, § IV.C.1). Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC because Renco and DRRC argue that they participated in the negotiations of the STA and that such matters were discussed, debated, and agreed on. (Contract Memorial, ¶¶ 53–56).			category of documents. Contrary to Claimants' assertion, Respondents arenot requesting any kind of documents but those that were issued during the negotiations of the STA and that relate to two specific issues in dispute. Claimants should be familiar with these documents as they are key to their Contract Claims. Thus far, Claimants have only been able to rely on witness evidence to make these allegations. Respondents further note that Claimants have not contested the relevance and materiality of the requested documents to the outcome of the case. Additionally, Claimant asserts that Respondent does not state with any specificity what type of Documents would be responsive. Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings. Further, Claimant's assertion that the documents would have been created 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago. **Request for Resolution** Respondents request that Claimants be ordered to disclose the requested documents.	
29	Documents from the negotiations of the STA	Renco and DRRC also argue that Activos Mineros and Peru promised and		Claimants Renco and DRRC object to Request No. 29 because any responsive	Disputed Matters	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	between Renco, DRRC, and/or DRP and Centromin and/or Peru in which Centromin and/or Peru promise and/or represent that Renco and DRRC would be protected from third-party claims separate from any such protections under the STA (e.g., clauses 5 and 6). (Contract Case)	represented that Renco and DRRC would be protected from third-party claims. (Contract Memorial, ¶¶ 53–56). Thus, in the alternative to their STA claims, Renco and DRRC argue that these promises (i) created legitimate expectations, which are the basis of their pre-contractual liability claim, and (ii) constitute binding representations for purposes of their estoppel claim under the minimum standard of treatment. (Contract Memorial, ¶¶ 211, 240–245). Indeed, Renco and DRRC argue that Peru made such representations "in writing." (Contract Memorial, ¶ 142). But Renco and DRRC do not identify any of the purported promises or representations, nor do they cite to any documents to support the existence of such promises and representations. (Contract Counter-Memorial, ¶ 628, § IV.E). The requested Documents are relevant to the Contract Case and material to its outcome because they are required for the Tribunal to determine (i) whether the pre-contractual liability and minimum standard of treatment claims are admissible, and (ii) whether there has been a breach of such obligations—as the making of a promise and representations are purported elements of the claims. (Contract Memorial, ¶¶ 211, 239;		Documents are in the possession, custody or control of Respondents. - Since Request No. 29 seeks "Documents from the negotiations of the STA between Renco, DRRC and/or DRP *and Centromin and/or Peru* in which *Centromin and/or Peru*" made certain representations (emphasis added), it follows that such documents would be in Centromin's and/or Peru's possession, custody or control.	Claimants object to this request on the ground that the requested documents should be in Respondents' possession given that they are documents from the negotiations of the STA between "Renco, DRRC, and/or DRP and Centromin and/or Peru". Respondents confirm that, after a reasonable search, they have not located or identified documents "in which Centromin and/or Peru promise and/or represent that Renco and DRRC would be protected from third-party claims separate from any such protections under the STA". Claimants assert that Respondents made this alledged promise and have the burden of proving it. Thus far, Claimants have only been able to support this assertion with witness evidence. If what Claimants assert is correct, then it must be recorded somewhere in	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		Contract Counter-Memorial, ¶ 628, § IV.E). Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC because Renco and DRRC participated in the bidding process and argue that they participated in the negotiations of the STA. (Contract Memorial, ¶¶ 53–56). They further argue that the promises and representations were made during the bidding process and the negotiations. (Contract Memorial, ¶¶ 211, 240–245).			contemporaneous documentation in Claimants' possession and shall be disclosed. Respondents further note that Claimants have not contested the relevance and materiality of the requested documents to the outcome of the case. **<u>Request for Resolution</u>** Respondents request that Claimants be ordered to disclose the requested documents.	
30	Documents containing the consent of Renco and DRRC to the assignment of the contractual position of Centromin to Activos Mineros. (Contract Case)	Renco and DRRC allege that they are parties to the STA. (Contract Memorial, ¶ 57). On 19 March 2007, Centromin assigned its contractual position in the STA to Activos Mineros. (Exhibit R-284). Under Peruvian law, parties to a contract must consent to the assignment of the contractual position of a counter-party. (RLA-062 Art. 1435, p. 240). If Renco and DRRC are parties to the STA, they would have had to consent to the assignment of contractual position. The requested Documents are relevant to the Contract Case and material to its outcome because the determination of		Claimants Renco and DRRC object to Request No. 30 for the following reasons. *First*, any Documents responsive to Request No. 30 are in the possession, custody or control of Respondents. - Since Request No. 30 seeks "Documents containing the consent of Renco and DRRC to the assignment of the contractual position of Centromin to Activos Mineros," it follows that such documents would have been received by Centromin and/or Activos Mineros and would, therefore, be in Centromin's and/or	Disputed Matters Claimants object to this request on the following grounds. <u>First</u>, Claimants allege that the requested documents should be in Respondents' possession given that they should have been received by Centromin and/or Activos Mineros at the time. Respondents confirm that, after a reasonable search, they have not located or identified the requested	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC's claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1). Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC as they would have been the entities that created the Document containing the required consent.		Activos Mineros' possession, custody or control. *Second*, Request No. 30 is not material to the outcome of the Contract Case, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, whether Claimants consented to the assignment of Centromin's contractual position to Activos Mineros has no bearing on the determination of whether Claimants are parties to the STA. - This is because that determination depends on whether Claimants consented to the STA (they did) and on whether they assumed obligations or rights derived from it (they did); it *does not* depend, however, on whether the STA named Claimants as parties or whether Claimants consented to the assignment of Centromin's contractual position to Activos Mineros (Payet Expert Report ¶ 127).	documents. Claimants, as the creators of such documents, would posses, control, or be custodians of the latter. Secondly, Claimants argue that "whether Claimants consented to the assignment of Centromin's contractual position to Activos Mineros has no bearing on the determination of whether Claimants are parties to the STA". This is incorrect. As Respondents have explained, conduct and statements during the life of a contract can be used to interpret that contract. (Respondents' Counter-Memorial, ¶ 511). Under Article 1435 of the Peruvian Civil Code, contracting parties ***must*** consent to the assignment of a counterparty's contractual position for such assignment to be effective. (RLA-062, p. 240). The three STA Parties (Centromin, Metaloroya, and DRP) consented to a future	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					assignment of their counterparties' contractual position in Clause 10 of the STA. (R-001, Clause 10). If, as Claimants contend, they are also parties to the STA, then the assignment of Centromin's contractual position required, by Peruvian law, Claimants' consent. Accordingly, documents containing Claimants' consent are relevant and material because they will help demonstrate whether Claimants are parties to the STA. **Request for Resolution** Respondents requests that Claimants be ordered to disclose the requested documents.	
31	Documents containing the consent of Renco and DRRC to the assignment of the contractual position of DRP to DRCL. (Contract Case)	Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). On 1 June 2001, DRP assigned its contractual position in the STA to DRCL (Exhibit R-004). Under Peruvian law, parties to a contract must consent to the assignment of the contractual position of a counter-party. (RLA-062 Art. 1435, p.		Claimants Renco and DRRC object to Request No. 31 for the following reasons. *First*, any Documents responsive to Request No. 31 are in the possession, custody or control of Respondents. - Since Request No. 31 seeks "Documents containing the	Disputed Matters Claimants object to this request on the following grounds. First, Claimants allege that the requested documents should be in Respondents'	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		240). If Renco and DRRC are parties to the STA, they would have had to consent to the assignment of contractual position. The requested Documents are relevant to the Contract Case and material to its outcome because the determination of whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC's claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1). Activos Mineros and Peru reasonably assume that such Documents are in the possession, custody or control of Renco and DRRC as they would have been the entities that created the Documents containing the required consent.		consent of Renco and DRRC to the assignment of the contractual position of DRP to DRCL," it follows that such documents would have been received by Centromin and/or Activos Mineros and would, therefore, be in Centromin's and/or Activos Mineros' possession, custody or control. *Second*, Request No. 31 is not material to the outcome of the Contract Case, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, whether Claimants consented to the assignment of DRP's contractual position to DRCL has no bearing on the determination of whether Claimants are parties to the STA. - This is because that determination depends on whether Claimants consented to the STA (they did) and on whether they assumed obligations or rights derived from it (they did); it *does not* depend, however, on whether the STA named Claimants as parties or whether Claimants	possession given that they should have been received by Centromin and/or Activos Mineros at the time. Respondents confirm that, after a reasonable search, they have not located or identified the requested documents. Claimants, as the creators of such documents, would posses, control, or be custodians of the latter. Secondly, Claimants argue that "whether Claimants consented to the assignment of DRP's contractual position to DRCL has no bearing on the determination of whether Claimants are parties to the STA". This is incorrect for, *mutatis mutandis*, the same reasons as Request No. 30, but with respect to the assignment of DRP's contractual position to DRCL. **Request for Resolution**	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				consented to the assignment of DRP's contractual position to DRCL (Payet Expert Report ¶ 127).	Respondents request that Claimants be ordered to disclose the requested documents.	
32	Document dated on or around 8 September 1997, in which Renco and DRRC ceded their rights as winners of the bid to DRP. (Contract Case)	Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). They were declared the winners of the bidding process for Metaloroya. But on or around 8 September 1997, they ceded their rights as winners of the bid to DRP. (Contract Counter-Memorial, ¶ 477; Exhibit R-282). The 8 September 1997 Document will be relevant and material to determining the breadth of the cession and to determine the identity of the parties to the STA. This Document is thus relevant to the Contract Case and material to its outcome because the determination of whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC's claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1). Activos Mineros and Peru assume that such Document is in the possession, custody or control of Renco and DRRC as		Claimants Renco and DRRC object to Request No. 32 for the following reasons. *First*, the Document that Request No. 32 seeks is in the possession, custody or control of Respondents. - **Exhibit R-282**, to which Respondents refer in the "relevance and materiality" column, is Centromin Agreement No. 54-97 dated September 15, 1997. - That agreement refers to a letter from Claimants, dated September 8, 1997, in which they indicate that they are transferring to DRP their rights as winners of the bidding process for Metaloroya. - It follows that Respondents would have received the Document that Request No. 32 seeks and that this Document, therefore, is in Respondents' possession, custody or control. *Second*, Request No. 32 is not material to the outcome of the Contract Case, as	Disputed Matters Claimants object to this request on the following grounds. First, Claimants allege that the requested documents would be in Respondents' possession given that Exhibit R-282 would seem to indicate that it was received by Respondents. Respondents confirm that, after a reasonable search, they have not located or identified the requested document. Given that Exhibit R-282 would seem to indicate that the document exist and that Respondents have already confirmed that they do not possess it, it follows that Claimants must disclose it. Secondly, Claimants argue that documents in which	Request granted

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		they were the entities that created the Document.		required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the Document in which Claimants "ceded their rights as winners of the bid to DRP" has no bearing on the determination of whether Claimants are parties to the STA. - This is because that determination depends on whether Claimants consented to the STA (they did) and on whether they assumed obligations or rights derived from it (they did); it *does not* depend, however, on Claimants' transfer to DRP of their rights as winners of the bid (Payet Expert Report ¶ 127).	Claimants "ceded their rights as winners of the bid to DRP has no bearing on the determination of whether Claimants are parties to the STA." This is incorrect. Renco and DRRC ceded their rights as winners to the bid, and therefore their position to enter into the STA, to DRP. The requested document is relevant because breadth of the cession is evidence that Renco and DRRC are not parties to the STA, a key issue in dispute. Respondents also take issue with Claimants' assertion that Claimants consented to the STA and "assumed obligations or rights derived from it". Respondents shall fully address Claimants' submissions in their Rejoinder. **Request for Resolution** Respondents request that Claimants be ordered to	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					disclose the requested documents.	
33	The Document dated on or around 24 October 1997, in which Renco requested its release from the Renco Guaranty. (Contract Case)	Renco and DRRC allege that they are parties the STA. (Contract Memorial, ¶ 57). But as Activos Mineros and Peru have explained, Renco and DRRC are parties to a separate guaranty (the "Renco Guaranty"). The Renco Guaranty, though in the same public deed as the STA, is an autonomous, distinct contract. (Contract Memorial, ¶¶ 461–469). On or around 24 October 1997, Renco requested that it be released from the Renco Guaranty. (Exhibit R-003, p. 22). The 24 October 1997 Document will be relevant and material to determining the breadth of the request, the nature of the Renco Guaranty as an independent contract, and therefore the identity of the parties of the Renco Guaranty and the STA. This Document is thus relevant to the Contract Case and material to its outcome because the determination of whether Renco and DRRC are parties to the STA is crucial for the Tribunal to decide whether it has jurisdiction over Renco and DRRC's claims, and whether such claims are admissible. (Contract Counter-Memorial, §§ III.B & IV.A.1).		Claimants Renco and DRRC object to Request No. 33 for the following reasons. *First*, the Document that Request No. 33 seeks is in the possession, custody or control of Respondents. - **Exhibit R-3**, to which Respondents refer in the "relevance and materiality" column, is Modification of the Contract to Transfer Shares, Increase Company Capital and Subscription of Shares of Metaloroya S.A. dated December 17, 1999. - Page 22 of that document refers to the Document that Request No. 33 seeks ("in response to your request dated October 24, 1997, we inform you that the Special Committee on Privatization of Centromin Peru S.A. (CEPRI) has agreed to consent to releasing the Renco Group Inc. from responsibility …"). - It follows that Respondents would have received the Document that Request No. 33 seeks and that this Document,	Disputed Matters Claimants object to this request on the following grounds. First, Claimants allege that the requested documents would be in Respondents' possession given that Exhibit R-3 would seem to indicate that it was received by Peru. Respondents confirm that, after a reasonable search, they have not located or identified the requested document. Given that Exhibit R-3 would seem to indicate that the document exist and that Respondents do not have it, it follows that Claimants must disclose it. Secondly, Claimants argue that the document in which "Renco requested its release from the Renco Guaranty has no bearing on the determination of whether Claimants are	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		Activos Mineros and Peru reasonably assume that such Document is in the possession, custody or control of Renco as it was the entity that created the Document.		therefore, is in Respondents' possession, custody or control. *Second*, Request No. 33 is not material to the outcome of the Contract Case, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the Document in which Renco "requested its release from the Renco Guaranty" has no bearing on the determination of whether Claimants are parties to the STA. - This is because that determination depends on whether Claimants consented to the STA (they did) and on whether they assumed obligations or rights derived from it (they did); it *does not* depend, however, on Renco's release from the Renco Guaranty (Payet Expert Report ¶ 127). - On this point, Professor Payet opines as follows: "In my opinion, the release of Renco that was communicated by Centromin does not affect Renco's position as a contractual party or the rights and benefits acquired from the	parties to the STA." This is incorrect. As Respondents have explained, conduct and statements during the life of a contract can be used to interpret that contract. (Respondents' Counter-Memorial, ¶ 511). The requested document will show the nature of the Renco Guaranty as an independent contract to the STA, to which neither Renco, nor DRRC, are parties. That Renco and DRRC are parties to the Renco Guaranty does not mean that they are parties to the STA. Claimants cite one paragraph of Payet Expert Report stating that, in his opinion, "the release of Renco that was communicated by Centromin does not affect Renco's position as a contractual party." That Claimants' expert has opined on the impact of the release on Renco's status as a party to the STA ***only confirms*** that the content of	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				[STA]" (Payet Expert Report ¶ 131).	Renco's release request is relevant and material to the question of whether Renco was a party to the STA. This is a core issue in dispute between the Parties. Respondents also take issue with Claimants' assertion that Claimants consented to the STA and "assumed obligations or rights derived from it". Respondents shall fully address Claimants' submissions in their Rejoinder. **Request for Resolution** Respondents request that Claimants be ordered to disclose the requested documents.	
35.	Documents of DRP, Renco, DRRC, and/or DRCL demonstrating DRP's contributions to its 2006 Trust Account in accordance with Ministerial Resolution No. 257-	Renco alleges that its creditors would not renew DRP's revolving credit Facility due to the 2008 global financial crisis (Treaty Memorial, ¶ 209). However, Renco cites a document in which its creditors would have renewed DRP's line of credit had the company possessed sufficient capital to finance its operations and complete the Sulfuric Acid Plant Project (**Exhibit C-**		Claimant Renco objects to Request No. 35 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the amounts contributed to the 2006 Trust Account have no bearing on whether Peru has, in	Disputed Matters Claimant objects to this request on the following grounds. First, Renco asserts that the requested documents are not relevant or material to the Treaty Case. Renco	Request granted.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	2006-MEM/DM, as well as ascertaining the proper amount to be channeled into the account. (Treaty Case)	**099**, p. 1). Peru explained in its Counter-Memorial that in 2006, the MEM required DRP to establish a trust account and contribute sufficient funds to finance 100% of its environmental obligations (Treaty Counter-Memorial, ¶ 643). Had DRP complied with this requirement, it would have been able to satisfy its creditors' condition that the company possess sufficient liquidity and/or capital to finance its operations and environmental obligations. The requested Documents are relevant to Renco's fair and equitable treatment and expropriation claims in the Treaty Case and material to the case's outcome because they would permit Peru and the Tribunal to fully evaluate and determine the extent to which DRP's loss of its credit facility was due to its failure to contribute sufficient capital to the 2006 Trust Account, and not, as alleged by Claimants, to the global financial crisis.		fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one	states, with no supporting reasoning, that "the amounts contributed to the 2006 Trust Account have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA." Renco neglects to engage with Peru's assertion that had DRP adequately contributed to its 2006 Trust Account, then it would not have lost its credit facility. The issue of whether DRP created the conditions that led to its loss of credit is critical to the Tribunal's evaluation of Renco's *force majeure* argument. An obligor cannot claim *force majeure* if its own misconduct caused it to default on its obligations (Treaty Counter-Memorial, ¶¶ 625, 635). Renco claims that DRP's loss of credit—which was the direct cause of its failure to complete the Sulfuric Acid Plant Project—was due to the 2008 financial crisis	

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				hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 35 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction.	(Treaty Memorial, ¶ 210). As Peru explained in its Requests Nos. 35 & 36, Renco has provided no evidence to support this claim, and the available evidence suggests that DRP's failure to contribute to the 2006 Trust Account caused its default on that obligation (among other causes) (**Exhibit C-099**, p. 1; Treaty Counter-Memorial, ¶¶ 642-643). The requested documents are therefore relevant and material to the outcome of the Treaty Case. Additionally, Claimant argues that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal's jurisdiction *ratione temporis* to hear Claimant's pre-2009 claims. Respondent refers the Tribunal to its response to this same objection in	

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					connection with Request No. 1. **<u>Request for Resolution</u>** Peru requests that Claimant be ordered to disclose the requested documents.	
36.	Documents produced by or exchanged between DRP, Renco, DRRC, DRCL BNP Paribas, and/or other financing entities related to DRP's revolving credit facility. (Treaty Case)	The crux of Renco's treaty case is the allegation that when DRP lost its revolving credit facility due to the global financial crisis, Peru responded unfairly and inequitably and expropriated its investment by not granting it an "effective" extension to finish the sulfuric acid plant project (Treaty Memorial, Section IV.A). Renco, however, has submitted just two documents related to DRP's loss of credit: (i) a letter from DRP's creditors placing certain conditions on the company's ability to renew the revolving credit facility (**Exhibit C-099**); and (ii) minutes of a shareholders meeting during which DRP's general manager stated that the "syndicate of banks had decided to accelerate payments on the working capital and collect amounts owed" due to "certain technical matters of the revolving credit agreement" (**Exhibit C-145**). Neither document mentions the global financial crisis as a cause of the creditors' decision to place conditions on the credit facility's renewal.		Claimant Renco objects to Request No. 36 because it is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the "factual basis for the decision regarding the credit facility and the circumstances that surrounded it" have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans.	Disputed Matters Claimant objects to this request on the following grounds. Renco asserts that the requested documents are not relevant or material to the Treaty Case. Renco again neglects to engage with Peru's assertions and summarily concludes that the "factual basis for the decision regarding the credit facility and the circumstances that surrounded it have no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA." For the reasons stated in Peru's (i) comments to this Request, and (ii) response to objections to document	Request granted

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Peru and the Tribunal to fully evaluate and determine the factual basis for the decision regarding the credit facility and the circumstances that surrounded it. Given that DRP's loss of credit is central to Renco's treaty claims, it is relevant and material that Peru and the Tribunal have access to all documents related to this event.			production Request No. 35, the requested documents are relevant and material to the Treaty Case. **<u>Request for Resolution</u>** Peru requests that Claimant be ordered to disclose the requested documents.	
37.	Documents produced by or exchanged between DRP, Renco, DRRC, DRCL and/or prospective creditors related to securing financing for DRP after the company lost its revolving credit facility. (Treaty Case)	Renco asserts that "[n]o bank would loan money to DRP without taking a security interest in its assets, but DRP could not pledge any of its revenues as collateral, because the decree required that all of its revenues be channeled into the trust account" (Treaty Memorial, ¶ 114). This assertion is central to Renco's fair and equitable treatment and expropriation claims that the trust account requirement rendered the 2009 extension ineffective. Nonetheless, Renco has not produced a single document evidencing negotiations or conversations with lenders after the non-renewal of its revolving credit facility, nor that the trust account requirement impaired its ability to secure financing.		Subject to the general objections noted above, Claimant Renco will conduct a reasonable search for documents responsive to Request No. 37 and produce such non-privileged documents found in its possession, custody, or control.	Request for Resolution Peru does not seek resolution from the Tribunal on this request because Renco has agreed to produce responsive documents. However, Peru invokes its Responses to Renco's general objectons to the extent that Renco invokes them in an attempt to not produce documents as agreed.	No decision required

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		The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tirbunal and Peru to fully evaluate and determine the extent to which (i) DRP attempted to secure financing after it failed to satisfy the conditions to renew its revolving credit facility; and (ii) the trust account requirement allegedly impaired DRP's ability to secure financing.				
38.	Documents discussing DRP, Renco, DRRC, and/or DRCL's position regarding DRP's suppliers' offer to extend credit to DRP. (Treaty Case)	Renco argues that DRP's loss of credit in 2009 was a *force majeure* event under Peruvian law (Treaty Memorial, ¶ 209). As Peru explained in its Counter-Memorial, however, DRP's suppliers offered to grant DRP sufficient financing to cover the costs of operating the Facility and completing the Sulfuric Acid Plant Project by October 2009 (Treaty Counter-Memorial, ¶¶ 271-275). Renco asserts that DRP could not accept the supplier financing option due to a condition that DRP capitalize the USD 156 million in debt it owed to DRCL (Treaty Memorial, ¶ 105). According to Renco, "[if] DRP would not be able to complete the PAMA, . . . DRP would be pushed into bankruptcy, and its main shareholder, DRCL, would not have any voting rights in the bankruptcy proceedings because it would have given up its right to claim as a creditor of DRP" (Treaty Memorial, ¶ 105). Renco does not cite any documents		Claimant Renco objects to Request No. 38 for the following reasons. *First*, Request No. 38 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Request No. 38 seeks all Documents "discussing DRP, Renco, DRRC, and/or DRCL's position regarding DRP's suppliers' offer to extend credit to DRP," but fails to specify a relevant, limiting timeframe. - This means that there is a sprawling universe of Documents that is potentially responsive to Peru's broadly and vaguely crafted request. *Second*, Request No. 38 is unreasonably burdensome and Renco should not have to search for, collect, review, and	Disputed Matters Claimant objects to this request on the following grounds. <u>First,</u> Claimant asserts that Peru's request is overbroad. Renco objects to Peru's request solely on the basis that Peru has not specified a relevant timeframe. It is clear, however, from Peru's request that the relevant documents relate to the period surrounding DRP's suppliers' offer to grant DRP sufficient financing to cover the costs of operating the Facility and completing the Sulfuric Acid Plant Project by October 2009. It is likewise clear from ¶¶	Request granted, but limited to documents from March through July 2009

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		evidencing this purported reason for rejecting its suppliers' offer to finance the Facility's operations. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to fully evaluate and determine DRP's and its affiliates' reasons for rejecting the suppliers' offer to extend credit to DRP. As Peru has explained, the suppliers' offer would have resolved DRP's financing issues and wiped clean the consequences the company faced due to the loss of its revolving credit facility (Treaty Counter-Memorial, ¶¶ 272-273). DRP's decision to decline that offer is thus relevant because it calls into question Renco's *force majeure* argument, which is central to its fair and equitable treatment claim.		produce all potentially responsive Documents. - As explained above, Peru does not specify a relevant, limiting timeframe for Request No. 38. - This means that Peru is requesting a potentially sprawling universe of Documents. As an aside, Claimant Renco disputes Peru's allegation that "Renco argues that DRP's loss of credit in 2009 was a *force majeure* event under Peruvian law." - That is not what Paragraph 209 of Claimant's Treaty Memorial says. - Claimant has consistently argued that the global financial crisis of 2008 and the resulting steep decline in world metals prices "clearly and unmistakably constituted an 'extraordinary economic alteration' under the [STA] and a *force majeure* circumstance under Peruvian law" (*see, e.g.*, Mem. (Treaty Case), ¶ 208). - Thus, the 2008 global financial crisis constituted an event of economic *force majeure* under	271-275 of Peru's Treaty Counter-Memorial (which Peru cites in its request) that the suppliers made this offer in late-March or early-April 2009. Therefore, the relevant timeframe would be the months surrounding that event (i.e., March through July 2009). Renco submits no other objections to Peru's request, but notes "[a]s an aside" that it "disputes Peru's allegation that "Renco argues that DRP's loss of credit in 2009 was a *force majeure* event under Peruvian law." Peru notes that Renco's "aside" is not tied to an objection under any of the grounds enumerated in the IBA Rules. In any case, Renco's aside is misplaced. Renco attempts to argue that the by the terms of the STA, the 2008 financial *ipso*	

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				the STA, which entitled Claimant to a PAMA extension.	*facto* constituted a *force majeure* event that relieved DRP of its obligation to complete the Sulfuric Acid Project. This argument is incorrect for two reasons. First, Renco relies on the *force majeure* clause in the STA, which included the term "extraordinary economic alterations." However, Peru has demonstrated that the *force majeure* clause in the STA did not bind the MEM, and that the relevant *force majeure* provision—which was found in the 2004 Extension Regulation—did not include the term "extraordinary economic alternation" (Treaty Counter-Memorial, ¶¶ 612-624, 630). Renco thus cannot rely on that term to argue that that 2008 financial crisis *per se* constituted a *force majeure* event.	

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					Second, even under the terms of the STA, Renco cannot claim that the 2008 financial crisis constituted a *force majeure* event without demonstrating a causal link between the crisis and DRP's default on its obligations (Treaty Counter-Memorial, ¶ 635). In its pleadings, Renco clearly attempts to establish a link between the crisis, DRP's loss of credit, and DRP's need for an extension (Treaty Memorial, ¶¶ 209-210). The evidence in the record likewise demonstrates that DRP's failure to complete the Sulfuric Acid Plant Project was not due directly to the global financial crisis, but rather to its inability or unwillingness to obtain financing. After the onset of the crisis in October 2008, DRP assured Peru on three separate occasions (in October 2008, December 2008, and February 2009) that it would fulfill its obligations	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					by the October 2009 deadline (Treaty Counter-Memorial, ¶ 565). DRP only changed course and sought an extension when the Banking Syndicate denied its revolving credit facility (Treaty Counter-Memorial, ¶¶ 263-266). Indeed, DRP explicitly tied its extension request to its inability to finance its operations and obligations (**Exhibit C-007**). It is thus evident that DRP's ability to obtain financing is relevant to Renco's *force majeure* argument. **Request for Resolution** Peru requests that Claimant be ordered to disclose the requested documents.	
39.	Documents from the Missouri Litigations particularizing and/or supporting each of the Missouri Plaintiffs' alleged injuries and damages, such as (i)	The Missouri Litigations are central to Claimants' claims in the Contract Case under Clauses 6.2 and 6.3 of the STA. Nonetheless, Claimants have provided no information on the details of the Missouri Plaintiffs' specific claims, such as what injury each plaintiff claims to have		Claimants Renco and DRRC object to Request No. 39 because it seeks Documents protected under legal impediment or privilege, which are excluded from production under Article 9.2(b) of the IBA Rules.	Disputed Matters Claimants object to this request on the following grounds. First, Claimants assert that they are legally impeded	Request granted, subject to the provision of a privilege log in relation to any documents not produced on account of the U.S. District Court's protective orders

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	medical records and reports, damages calculations, and expert reports submitted during the course of the Missouri Litigations, including (but not limited to) expert reports (and exhibits thereto) of: Fernando de Trazengnies Granda, Keith S. Rosenn, Gaston Fernandez Cruz, Clemente Vega, David MacIntosh, Jill E. Ryer-Powder, David Sullivan, David Bellinger, Karen Hopkins, Howard Hu, Kyle Anne Midkiff, Jonathan Macey, Corby Anderson, Shahrokh Rouhani, Elias Chalhub, Jack Matson, Nicholas Cheremisinoff, and John Connor; (ii) depositions taken during the course of the Missouri Litigations; and (iii) exhibits filed in	suffered, what toxic substances caused each alleged injury, the evidence on which the plaintiffs rely to support their theories of causation and liability, and when and how each plaintiff alleges to have been exposed to any toxic substances. Rather, Claimants devote a mere three paragraphs of their Statement of Claim to the Missouri Litigations (largely unchanged from the Renco I memorial seven years ago) along with one lone exhibit (an initial complaint filed thirteen years ago) (Contract Memorial, ¶¶ 78-80). Claimants then proceed to make sweeping generalizations about the Missouri Plaintiffs' claims without providing any documentary support. For example, Claimants allege that "Centromín/Activos Mineros' conduct created the vast majority (if not all) of the conditions that factually caused the [Missouri Plaintiffs'] alleged injuries" (Contract Memorial, ¶ 216), but Claimants have not provided any documentary support of this allegation or any detail whatsoever about the alleged causes and scope of the plaintiffs' injuries. The requested Documents are relevant to the Contract Case and material to its outcome because they would permit the Tribunal and Respondents to fully evaluate and determine critical		- The Tribunal is empowered under Article 9.2(b) to "exclude from evidence or production any Document" due to "legal impediment or privilege under the legal or ethical rules determined by the Arbitral Tribunal to be applicable[.]" - Claimants are bound by protective orders issued by the U.S. District Court in the Eastern District of Missouri, which are publicly available and prevent Claimants from disclosing any information received in the course of *J.Y.C.C., et al. v. Doe Run Res. Corp.* (Case No. 4:15 CV 1704 RWS) and *A.O.A., et. Al., v. Doe Run Res. Corp.* (Case No. 4:11-CV-44-CDP) (together, the Missouri Litigations) regarding the "parties' proprietary and confidential information[.]" - The protective orders in the Missouri Litigations provide that the Parties can designate as confidential information any information that they believe "in good faith constitutes, reflects, discloses, or contains	from producing the requested documents. Respondents' response to Claimants' objection is located in their letter to the Tribunal dated 3 June 2022. **Request for Resolution** Respondents request that Claimants be ordered to disclose the requested documents.	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	support of legal briefings during the course of the Missouri Litigations. (Contract Case)	components of Claimants' claims related to the Missouri Plaintiffs' litigations, including (i) the factual and legal bases of the Missouri Plaintiffs' claims; (ii) the methodologies the Missouri Plaintiffs' have used to estimate their injuries and calculate their damages; (iii) what toxic substances caused each alleged injury; (iv) which proportion of the Missouri Plaintiffs' claimed damages relates to the pre-PAMA Period (if any), the PAMA Period, and the post-PAMA Period, respectively.		information subject to protection under Fed. R. Civ. P. 26(c)." - During the course of the Missouri Litigations, the Missouri Plaintiffs designated as confidential information all information regarding their alleged injuries and damages. - The protective orders in the Missouri Litigations "govern all hard copy and electronic documents, the information contained therein, and all other information produced or disclosed during this case, whether revealed in a document, deposition, other testimony, discovery responses or otherwise, by a party to this proceeding (the 'Producing Party') to any other party (the 'Receiving Party')." - Based on the above, it follows that Claimants cannot disclose any responsive documents to Request No. 39 without violating the protective orders issued in the Missouri Litigations by the U.S. District Court in the Eastern District of Missouri.		

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
40.	Documents from the Missouri Litigations providing specific demographic information about each of the Missouri Plaintiffs, such as their ages and locations of home and school between 1997 and 2007, including (but not limited to) Plaintiff Profile Sheets produced to the Missouri Defendants. (Contract Case)	Claimants' claims under Clauses 6.2 and 6.3 of the STA rely on generalized assertions about environmental and health conditions in La Oroya, but Claimants fail to provide any specific information about the Missouri Plaintiffs. Claimants have not identified where each plaintiff lived, worked, or went to school during the relevant timeframe, or even the plaintiffs' ages. This information is critical because lead, sulfur dioxide, arsenic, and other contaminants (i) were present at different concentrations in different parts of La Oroya and the surrounding area; and (ii) affect children differently during the various periods of development. The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to fully evaluate and determine the extent to which each plaintiff was affected by the Facility's operations during the relevant time period – a central component to Claimants' contractual claims.		Claimants Renco and DRRC object to Request No. 40 because it seeks Documents protected under legal impediment or privilege, which are excluded from production under Article 9.2(b) of the IBA Rules. - The Tribunal is empowered under Article 9.2(b) to "exclude from evidence or production any Document" due to "legal impediment or privilege under the legal or ethical rules determined by the Arbitral Tribunal to be applicable[.]" - Claimants are bound by protective orders issued by the U.S. District Court in the Eastern District of Missouri, which are publicly available and prevent Claimants from disclosing any information received in the course of *J.Y.C.C., et al. v. Doe Run Res. Corp.* (Case No. 4:15 CV 1704 RWS) and *A.O.A., et. Al., v. Doe Run Res. Corp.* (Case No. 4:11-CV-44-CDP) (together, the Missouri Litigations) regarding the "parties' proprietary and confidential information[.]" - The protective orders in the Missouri Litigations provide	Disputed Matters Claimants object to this request on the following grounds. First, Claimants assert that they are legally impeded from producing the requested documents. Respondents' response to Claimants' objection is located in their letter to the Tribunal dated 3 June 2022. **Request for Resolution** Respondents request that Claimants be ordered to disclose the requested documents.	Request granted, subject to the provision of a privilege log in relation to any documents not produced

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				that the Parties can designate as confidential information any information that they believe "in good faith constitutes, reflects, discloses, or contains information subject to protection under Fed. R. Civ. P. 26(c)." - During the course of the Missouri Litigations, the Missouri Plaintiffs designated as confidential information all specific demographic information about each of them, including their ages and locations of home and school between 1997 and 2007. - The protective orders in the Missouri Litigations "govern all hard copy and electronic documents, the information contained therein, and all other information produced or disclosed during this case, whether revealed in a document, deposition, other testimony, discovery responses or otherwise, by a party to this proceeding (the 'Producing Party') to any other party (the 'Receiving Party')." - Based on the above, it follows that Claimants cannot disclose		

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				any responsive documents to Request No. 40 without violating the protective orders issued in the Missouri Litigations by the U.S. District Court in the Eastern District of Missouri.		
41.	Documents of DRP, Renco, DRRC, and/or DRCL related to the Facility's fugitive emissions while under DRP's control, including (but not limited to): (i) documents produced to or by McVehil-Monnett in connection with its 2004 study of the Facility's fugitive emissions (**Exhibit C-045**, pp. 5-7); (ii) any "inventory study" of Facility emissions from 1997 through 2012 (as recommended in the 1996 Knight Piésold Report (**Exhibit C-014**), p. 34); (iii) the underlying data and assumptions	Claimants assert that DRP's standards and practices were more protective then those of Centromín (Contract Memorial, ¶ 190). Claimants base this assertion in large part on measurements of the Facility's main-stack emissions (Contract Memorial, pp. 36-37, 45). Nonetheless, as Respondents explained in their Counter-Memorial, DRP's own consultant found that fugitive emissions affect human health eight times more than main-stack emissions (Contract Counter-Memorial, ¶ 760; **Exhibit C-045**). It is thus critical to understand the extent to which DRP shifted emissions from the main stack to fugitive emissions and increased the total amount of fugitive emissions released from the Facility (Contract Counter-Memorial, ¶¶ 751, 760). Fugitive emissions are difficult to calculate directly, and Respondents have been forced to calculate them indirectly by using air quality data and the Facility's		Claimants Renco and DRRC object to Request No. 41 for the following reasons. *First*, Request No. 41 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Respondents Peru and Activos Mineros request all Documents related to "the Facility's fugitive emissions while under DRP's control." - All documents related to "the Facility's fugitive emissions" is in itself an extremely broad category of documents. - But Respondents also fail to specify a relevant, limiting timeframe for the broad category of documents that they are requesting. - Assuming that Request No. 41 seeks Documents from October 1997 (the date on which DRP	Disputed Matters Claimants object to this request on the following grounds. <u>First,</u> Claimants assert that Respondents' request is overbroad. Claimants criticize Respondents for requesting documents related to emissions that span a period of 12 years, but Claimants themselves request that Respondents produce Centromín's emissions reports that span a period of 23 years (Claimants' Document Request No. 38). Moreover, Claimants' assertions regarding Facility emissions (including fugitive emissions) and their effect on the La Oroya	Request granted

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	used to calculate the estimates of sulfur dioxide fugitive emissions found in Fluor Daniel's Master Plan (**Exhibit WD-015**, pp. 10-12, 15-17); and (iv) any measurements or records of the gas compositions of the different process gas streams in the copper and lead circuits. (Contract Case)	production data (Contract Counter-Memorial, ¶¶ 752-756). Additional information, such as records of the process gas compositions, would allow Respondents to corroborate and refine these calculations. Such information is available for the period during which Centromín operated the Facility (**Exhibit R-267**, p. 53) and thus should be available for the period during which DRP operated the Facility. The requested Documents are relevant to the Contract Case and material to its outcome because they would provide the Tribunal and Respondents with information necessary to fully evaluate, calculate and respond to Claimants' claims regarding Facility emissions (including fugitive emissions) and their effect on the La Oroya community – a critical component of Claimants' contractual claims under Clauses 6.2 and 6.3 of the STA.		acquired 99.98% of the outstanding shares of Metaloroya (Mem. (Treaty Case), ¶ 43) to June 2009, when DRP was forced to shut down the Complex's operations due to Peru's conduct in breach of the U.S.-Peru FTA (SoC (Contract Case), ¶ 192), this would mean that Request No. 41 spans a period of 12 years. - Thus, there is a sprawling universe of Documents that is potentially responsive to Respondents' broadly and vaguely crafted request. *Second*, Request No. 41 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Respondents' Request No. 41 are incredibly broad. - Moreover, Respondents are requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago.	community constitute the core of Claimants' contractual claims. Claimants and their experts make claims about the Facility's emissions during the entirety of DRP's operations (*see, e.g.*, Contract Memorial, pp. 44-45), and it is therefore reasonable for Respondents to request documents related to emissions during this same period. Claimants also criticize Respondents' formulation of Request No. 41 as "extremely broad." While Respondents listed examples of documents that would be responsive to the request, Respondents cannot know precisely which documents would relate to the DRP's fugitive emissions because Respondents did not operate the Facility during the relevant timeframe. Claimants are the only party with knowledge of which documents relate to	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					the fugitive emissions caused by their own subsidiary's operations. <u>Second,</u> Respondents' request is not unreasonably burdensome. Claimants again base their objection on the premise that the scope and timeframe request is overbroad. Respondents refer the Tribunal to their response to that assertion, which is set forth above Additionally, Respondents note that Claimants concede that Respondents' request is relevant to the Contract Case and material to its outcome. Further, Claimant's assertion that the documents would have been created between 13 and 25 years ago cannot be a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					requests for documents that were created as long as 25 years ago. **<u>Request for Resolution</u>** Respondents request that Claimants be ordered to disclose the requested documents.	
42.	Documents of DRP, Renco, DRRC, and/or DRCL produced to Dr. Partelpoeg in 2006 in connection with his evaluation of DRP's extension request, including (but not limited to) the documents listed in Table 3-2 (Summary of Key Documents) of Dr. Partlepoeg's 2006 report (**Exhibit C-062**, Appendix A, pp. 5-6). (Matters)	Claimants' expert Dr. Partlepoeg bases his expert report in the Treaty Case in part on the inspection of the Facility he carried out in connection with his 2006 report (Partelpoeg Expert Report, p. 3). He cites his 2006 report repeatedly and extensively throughout his expert report (Partelpoeg Expert Report, pp. 3, 5, 28, 43-48, 51, 58, 60). The requested Documents are relevant to the Treaty Case and material to its outcome because they would allow Respondents to fully (i) verify and respond to the conclusions made in Dr. Partelpoeg's 2006 report, and thereby (ii) evaluate the conclusions made in Dr. Partelpoeg's expert report that are based on his 2006 report – fundamental aspects of Claimant's fair and equitable treatment claim (Treaty Memorial, ¶¶ 81-82, 203, 209, 214, 228).		Claimants Renco and DRRC object to Request No. 42 for the following reasons. *First*, the responsive Documents to Request No. 42 are (or should be) in the possession, custody or control of Respondents. - Request No. 42 seeks Documents "produced to Dr. Partelpoeg in 2006" in connection with his 2006 report (**Exhibit C-62**). - *The Ministry of Energy and Mines commissioned Dr. Partelpoeg's 2006 report* (*see* Mem. (Treaty Case), ¶ 67; and **Exhibit C-62**, p. i ("This report was prepared by the Panel of Experts for the Ministry of Energy and Mines, Peru to aid in their decision-making with respect to an Exceptional Extension Request for the	Disputed Matters Claimants object to this request on the following grounds. <u>First,</u> Claimants incorrectly assert that the requested documents are in Respondents' possession, custody, or control. Claimants argue that because the MEM commissioned Dr. Partelpoeg's 2006 report, it "had the opportunity to contemporaneously request from Dr. Partelpoeg all of the documents on which he relies in his 2006 report." However, it does not follow from that fact that the MEM actually requested	Request granted, limited to the documents listed in table 3-2 (Summary of Key Documents) of Dr. Partlepoeg's 2006 report (**Exhibit C-062**, Appendix A, pp. 5-6).

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		In addition, several of the requested Documents are relevant to the Contract Case and material to its outcome because they relate to key issues that bear on the question of whether DRP's standards and practices were less protective than those of Centromín – a necessary component of Claimants' claims under Clauses 6.2 and 6.3 of the STA, and Respondents' defenses against such claims. Such Documents include Documents that discuss the Facility's emissions under DRP, as well as the alleged improvements that DRP made to the Facility.		Sulfuric Acid Plants project of La Oroya Metallurgical Complex PAMA")). - Therefore, Peru had the opportunity to contemporaneously request from Dr. Partelpoeg all of the documents on which he relies in his 2006 report. - It follows that Respondents received (or could have received) all responsive Documents to Request No. 42 and that, as a result, these Documents are (or should be) in Respondents' possession, custody or control. *Second*, Request No. 42 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, Respondents' Request No. 42 seeks Documents that Peru could have requested from Dr. Partelpoeg back in 2006 when he submitted his report, which the Ministry of Energy and Mines commissioned. - It is unreasonable for Respondents to now decide, *16*	those documents from Dr. Partelpoeg. Claimants present their argument as if the MEM, in 2006, should have known to request documents that would be relevant to a dispute that was not filed until 2018. Setting aside the logical flaw in this argument, the relevant standard is not whether Respondents could have requested these documents. The standard is whether Respondents actually possess the requested documents (IBA Rules, Art. 3.3(c)), which Respondents do not. <u>Second,</u> Claimants argue that Respondents' request is unreasonably burdensome, arguing that it is "unreasonable for Respondents to now decide, *16 years later*, that they wish to review the documents on which Dr. Partelpoeg relied for his 2006 report." It is Claimants, not Respondents, who filed the	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				years later, that they wish to review the documents on which Dr. Partelpoeg relied for his 2006 report and to place the burden on Claimants to retrieve and produce them. *Third*, Request No. 42 is neither relevant to the Treaty Case nor material to its outcome because Peru seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. - However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that	Matters in 2018. It is unreasonable for Claimants to suggest that the MEM should have foreseen that Respondents would one day need the requested documents to defend themselves from a claim submitted in 2018. Third, Claimants argue that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal's jurisdiction *ratione temporis* to hear Claimants' pre-2009 claims. Respondents refer the Tribunal to their response to this same objection in connection with Request No. 1. Respondents note that save for Claimants' argument based on Peru's *ratione temporis* objection, Claimants concede that Respondents' request is relevant to the Contract Case and material to its	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 42 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction.	outcome. Claimants likewise concede that Dr. Partelpoeg relied on his 2006 report when preparing his expert report in this case. **<u>Request for Resolution</u>** Respondents request that Claimants be ordered to disclose the requested documents.	
43.	Documents of DRP, Renco, DRRC, and/or DRCL related to DRP's decision to (i) abandon the modernization plan for copper & lead circuits and (ii) build a single sulfuric acid plant. (Treaty Case)	Renco argues that Peru's "draconian" and "ineffective" extensions were unfair, inequitable, and expropriatory because they failed to provide DRP with sufficient time to complete its PAMA obligations (Treaty Memorial, ¶¶ 201-204, 275-276). In its Counter-Memorial, however, Peru explained that DRP's default on its PAMA resulted from its own decisions, including the decision in 1998 to abandon Centromín's modernization plan and design of the sulfuric acid plant project. That decision, which DRP reversed in December 2005, caused DRP to delay its implementation of the PAMA by several years and miss its January 2007 deadline (Treaty Counter-Memorial, ¶¶ 185, 197-198, 200, 251-252).		Claimant Renco objects to Request No. 43 for the following reasons. *First*, Request No. 43 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 43 seeks all Documents "related to" the "decision to (i) abandon the modernization plan for copper & lead circuits and (ii) build a single sulfuric acid plant" from multiple entities.	Disputed Matters Claimant objects to this request on the following grounds. <u>First,</u> Claimant alleges that Respondent's request is overbroad. Claimant criticizes Respondent for not providing a timeframe, but the relevant timeframe is evident: DRP decided in 1998 to (i) abandon the modernization plan for copper & lead circuits and (ii) build a single sulfuric acid plant (Treaty Counter-Memorial, ¶¶ 185, 197-198,	Request granted, limited to documents produced in the period of 1996-1999

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit Tribunal and Peru to fully evaluate and determine whether DRP's and/or its affiliates' own decisions led DRP to default on its PAMA obligations.		- However, Peru does not state with any specificity what kind of Documents would be responsive to Request No. 43. - Nor does Peru provide a relevant, limiting timeframe for Request No. 43. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 43 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, whether DRP's decision "caused DRP to delay its implementation of the PAMA by several years" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163	200, 251-252). Claimant is best situated to ascertain the exact timeframe of the process that lead to that decision, but it is clear that the relevant documents would have been created in the years leading to and immediately following that decision (i.e., 1996-1999). Additionally, Claimant asserts that Respondent "does not state with any specificity what kind of Documents would be responsive." Respondent, however, defines "Documents" in ¶ 6 of this Redfern. The definition provides several examples of Documents that surely would have been created in connection with DRP's major decision to drastically transform its modernization and environmental plan, such as memoranda, reports, emails, and minutes of meetings.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 43 that are related to events and time periods that it	Second, Claimant incorrectly asserts that the requested documents are not relevant or material to the Treaty Case. Renco neglects to engage with Peru's assertions regarding the request's relevance and summarily concludes that "whether DRP's decision caused DRP to delay its implementation of the PAMA by several years has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA." Peru has explained at length that DRP's decision to abandon the modernization plan and redesign the Sulfuric Acid Plant Project caused the company to default on its PAMA obligations (Treaty Counter-Memorial, ¶¶ 185, 197-198, 200, 251-252, 586-592). This fact is manifestly relevant to the Tribunal's determination of whether Peru breached its FET obligations when it allegedly granted DRP an "ineffective" extension in	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 43 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope of Peru's Request No. 43 is incredibly broad. - Peru also fails to state with any specificity what kind of Documents would be responsive to Request No. 43. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created more than 24 years ago.	the face of the company's default. The fact that DRP's default on its obligations stemmed from its own misdeeds means that DRP never deserved an extension in the first place, let alone an "effective" extension. Additionally, Claimant argues that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal's jurisdiction *ratione temporis* to hear Claimant's pre-2009 claims. Respondent refers the Tribunal to its response to this same objection in connection with Request No. 1. Third, Claimant asserts that Respondent's request is unreasonably burdensome. Claimant bases its objection on the same arguments that seek to support its assertion that	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Respondent's request is overbroad. Respondent refers the Tribunal to its response to that assertion, which is set forth above. **<u>Request for Resolution</u>** Respondent requests that Claimant be ordered to disclose the requested documents.	
44.	Documents of DRP, Renco, DRRC, and/or DRCL produced to or by Fluor Daniel in connection with its 1998 Master Plan (**Exhibit WD-15**), including (but not limited to) (i) DRP's instructions to Fluor Daniel; (ii) Documents containing information taken from the operations of Renco-affiliated smelters in Missouri and Utah; (iii) Documents containing DRP's production goals for the Facility; and (iv) data provided to Fluor	The Fluor Daniel Master Plan served as the basis for DRP's decision to abandon Centromín's modernization plan and design of the sulfuric acid plant project – a fact fundamental to Renco's fair and equitable treatment claims. As the report's name indicates, it served as a "10 Year Master Plan" for DRP's operations. The Master Plan was drafted based on Documents DRP provided to Fluor Daniel. It is thus necessary to review those Documents in order to properly evaluate the Master Plan. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to evaluate and determine (i) the basis of the findings presented in the Master Plan and (ii)		Claimant Renco objects to Request No. 44 for the following reasons. *First*, Request No. 44 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Request No. 44 seeks all Documents "produced *to or by* Fluor Daniel *in connection with* its 1998 Master Plan" (emphasis added) from multiple entities. - Moreover, Peru does not provide a relevant, limiting timeframe for Request No. 44. - This means that there is a sprawling universe of	Disputed Matters Claimants object to this request on the following grounds. <u>First,</u> Claimants assert that Respondent's request is overbroad. Claimant merely reproduces a portion of Respondent's request for Documents "produced *to or by* Fluor Daniel *in connection with* its 1998 Master Plan," without explaining why such a formulation is overbroad. DRP must have provided documents to Fluor Daniel in order for the consultant to create its	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	Daniel related to the Facility's processes and/or emissions. (Treaty Case)	whether DRP contributed to Fluor Daniel's recommendations to abandon Centromín's modernization and PAMA plans.		Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 44 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, whether DRP "contributed to Fluor Daniel's recommendations to abandon Centromin's modernization and PAMA plans" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its	Master Plan, and Flour Daniel must have produced documents to DRP in connection with that same report. It is reasonable to request Claimant to produce those documents. Additionally, the relevant timeframe for this request is evident: Fluor Daniel produced its Master Plan in 1998 (**Exhibit WD-015**). Claimant is best situated to ascertain the exact timeframe of the process that lead to that report, but it is clear that the relevant documents would have been created in the years leading to and immediately following the report's conclusion (i.e., 1996-1999). <u>Second,</u> Claimant asserts that the requested documents are not relevant or material to the Treaty Case. Renco neglects to engage with Peru's assertions regarding the	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty" and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 44 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 44 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents.	request's relevance and summarily concludes that "whether DRP contributed to Fluor Daniel's recommendations to abandon Centromin's modernization and PAMA plans has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA." Peru has explained at length that DRP's decision to abandon the modernization plan and redesign the Sulfuric Acid Plant Project caused the company to default on its PAMA obligations (Treaty Counter-Memorial, ¶¶ 185, 197-198, 200, 251-252, 586-592). This fact is manifestly relevant to the Tribunal's determination of whether Peru breached its FET obligations when it allegedly granted DRP an "ineffective" extension in the face of the company's default. The fact that DRP's default on its obligations stemmed from its own misdeeds means	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				- As explained above, the scope and timeframe of Peru's Request No. 44 are incredibly broad. - Furthermore, Peru is requesting a potentially sprawling universe of Documents that were all created at least more than 24 years ago.	that DRP never deserved an extension in the first place, let alone an "effective" extension. Additionally, Claimant argues that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal's jurisdiction *ratione temporis* to hear Claimant's pre-2009 claims. Respondent refers the Tribunal to its response to this same objection in connection with Request No. 1. Third, Claimant asserts that Respondent's request is unreasonably burdensome. Claimant bases its objection on the same arguments that seek to support its assertion that Respondent's request is overbroad. Respondent refers the Tribunal to its response to that assertion, which is set forth above.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<u>Request for Resolution</u> Respondent requests that Claimant be ordered to disclose the requested documents.	
45.	Documents of DRP, Renco, DRRC, and/or DRCL related to any research or design activities that DRP undertook in connection with its PAMA and modernization projects, including (but not limited to) (i) pre-feasibility studies; (ii) feasibility studies; (iii) engineering studies; (iv) design studies or proposals; (v) literature studies; (vi) lab studies and results; and (vii) detailed studies, as well as Documents that demonstrate when the steering committee, copper team, lead team, and zinc team were comprised and all of the team members.	A central aspect of Renco's claims in the Treaty Case is the question of whether DRP caused its own PAMA delays by failing to begin work on its PAMA and modernization projects in a timely manner. In order to meet the PAMA deadline, DRP would have initiated serious efforts to research, prepare, and develop the different improvements it planned to implement at the Facility. The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Peru to fully evaluate and determine to what extent DRP performed meaningful and timely work on its PAMA and modernization projects.		Claimant Renco objects to Request No. 45 for the following reasons. *First*, Request No. 45 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - In what is clearly a fishing expedition to find anything remotely helpful to Peru's position in the Treaty Case, Peru requests all Documents "related to any research or design activities that DRP undertook in connection with its PAMA and modernization projects" from multiple entities. - Moreover, Peru does not provide a relevant, limiting timeframe for Request No. 45. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request.	Disputed Matters Claimant objects to this request on the following grounds. <u>First,</u> Claimant asserts that Respondent's request is overbroad. Claimant merely reproduces a portion of Respondent's request for Documents "related to any research or design activities that DRP undertook in connection with its PAMA and modernization projects," without explaining why such a formulation is overbroad. DRP's failure to complete its PAMA and modernization projects is central to the Treaty Case, and the company must have undertaken research and design activities in	Request denied

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	(Treaty Case)			*Second*, Request No. 45 is neither relevant to the Treaty Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the extent to which "DRP performed meaningful and timely work on its PAMA and modernization projects" has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA. - Renco asserts in the Treaty Case that Peru breached its obligations under the U.S.-Peru FTA by (i) delaying and, when granted, undermining an extension for DRP to complete its final PAMA project, (ii) asserting a bogus US$ 163 million credit claim, and (iii) interfering with DRP's restructuring plans. - Peru also seeks Documents pre-dating February 1, 2009, the date on which the U.S.-Peru FTA entered into force. However, Peru alleges in its Counter-Memorial that "the bulk" of Claimant's claims falls "outside of the jurisdiction *ratione temporis* of the Treaty"	connection with those projects. It is not unreasonable to request Claimant to produce those documents. Additionally, the relevant timeframe for this request is evident: DRP began to redesign its projects immediately upon acquiring the Facility and continued to do so even after the MEM granted the 2006 Extension. Claimant is best situated to ascertain the exact relevant timeframe, but it is clear that responsive documents would have been created during those years (i.e., 1997-2007). <u>Second,</u> Claimant incorrectly asserts that the requested documents are not relevant or material to the Treaty Case. Renco neglects to engage with Peru's assertions regarding the request's relevance and summarily concludes that	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				and that "this Tribunal lacks jurisdiction over claims of Treaty breaches based on alleged State acts or omissions that pre-dated the Treaty's entry into force on 1 February 2009" (Counter-Mem. (Treaty Case), ¶ 28). - Peru cannot have its cake and eat it too. It cannot on the one hand argue that the Tribunal lacks jurisdiction over "the bulk" of Renco's Treaty claims because they are allegedly based on State acts or omissions that pre-dated the Treaty's entry into force, while on the other hand ask for documents as it does in Request No. 45 that are related to events and time periods that it alleges are not within the Tribunal's jurisdiction. *Third*, Request No. 45 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Peru's Request No. 45 are incredibly broad.	"the extent to which DRP performed meaningful and timely work on its PAMA and modernization projects has no bearing on whether Peru has, in fact, breached its obligations under the U.S.-Peru FTA." This argument strains credibility and leads to an absurd result. By Claimant's logic, if DRP had sat idle and refused to make any progress on its PAMA obligations, that fact would be irrelevant to the Tribunal's determination of whether DRP deserved an "effective" extension in 2009. Peru has explained at length that DRP's unjustified delays caused the company to default on its PAMA obligations (Treaty Counter-Memorial, ¶¶ 185, 197-198, 200, 251-252, 586-592). This fact is manifestly relevant to the Tribunal's determination of whether Peru breached its FET obligations when it	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					allegedly granted DRP an "ineffective" extension in the face of the company's default. The fact that DRP's default on its obligations stemmed from its own misdeeds means that DRP never deserved an extension in the first place, let alone an "effective" extension. Additionally, Claimant argues that the requested documents are not relevant or material to the dispute because Peru has objected to the Tribunal's jurisdiction *ratione temporis* to hear Claimant's pre-2009 claims. Respondent refers the Tribunal to its response to this same objection in connection with Request No. 1. <u>Third,</u> Claimant asserts that Respondent's request is unreasonably burdensome. Claimant bases its objection on the same	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					arguments that seek to support its assertion that Respondent's request is overbroad. Respondent refers the Tribunal to its response to that assertion, which is set forth above. **<u>Request for Resolution</u>** Respondent requests that Claimant be ordered to disclose the requested documents.	
46.	Documents of DRP, Renco, DRRC, and/or DRCL relating to DRP's monitoring of air quality and main-stack emissions, including (but not limited to) records of (i) stack flow rates, such as process flow diagrams, of all the streams to the main stack and any changes thereto; (ii) concentrations of impurities and sulfur dioxide in process gasses; and (iii) efficiency rates of the	The Facility's main-stack and fugitive emissions, and the relationship between them, are a central issue to Claimants' claims in the Contract Case under Clauses 6.2 and 6.3 of the STA. It is thus crucial that Claimants produce all Documents that would enable the Tribunal and Respondents to fully understand the reported emissions and air quality data. Further, the requested Documents are relevant to the Contract Case and material to its outcome because they would enable Respondents to fully evaluate and determine the composition and quantity of the Facility's main-stack and fugitive emissions over time.		Claimants Renco and DRRC object to Request No. 46 for the following reasons. *First*, Request No. 46 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Respondents Peru and Activos Mineros request all Documents that relate to "DRP's monitoring of air quality and main stack emissions" from several entities. - Moreover, Respondents do not provide a relevant, limiting timeframe for Request No. 45. - Assuming that Request No. 45 seeks Documents from October 1997 (the date on which DRP acquired 99.98% of the	Disputed Matters Claimants object to this request on the following grounds. <u>First,</u> Claimants assert that Respondents' request is overbroad. Moreover, Claimants' assertions regarding Facility emissions and their effect on the La Oroya community constitute the core of Claimants' contractual claims. Claimants and their experts make claims about the Facility's emissions during	Request granted.

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	Main Cottrell over time. (Contract Case)	Information about flow rates is critical to understanding the relationship between main-stack and fugitive emissions, as well as comparing emissions levels over time. Such information certainly exists, given that Dr. Partelpoeg's 2006 report contains a figure showing main-stack flow rates between 1997 and 2006 (**Exhibit C-062**, Appendix A, p. 27). Information containing the concentrations of impurities and sulfur dioxide in process gasses is critical to understanding the composition of the main-stack and fugitive emissions. Information related to the efficiency rates of the Main Cottrell over time is critical to understanding the extent to which an important cleaning system (the Main Cottrell) removed lead and other impurities from the process gasses before they were released from the main stack.		outstanding shares of Metaloroya (SoC (Contract Case), ¶ 57) to June 2009, when DRP was forced to shut down the Complex's operations (SoC (Contract Case), ¶ 192), this means that Request No. 46 spans a period of 12 years. - Respondents also fail to state with any kind of specificity what kind of Documents would be responsive to Request No. 46. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 46 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Respondents' Request No. 46 are incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 46.	the entirety of DRP's operations (*see, e.g.*, Contract Memorial, pp. 44-45), and it is therefore reasonable for Respondents to request documents related to emissions during this same period. Claimants also claim that Respondents "fail to state with any kind of specificity what kind of Documents would be responsive," but Respondents expressly request "records of (i) stack flow rates, such as process flow diagrams, of all the streams to the main stack and any changes thereto; (ii) concentrations of impurities and sulfur dioxide in process gasses; and (iii) efficiency rates of the Main Cottrell over time." Further, Claimant's assertion that the documents would have been created between 13 and 25 years ago cannot be	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				- Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created between 13 and 25 years ago. *Third*, some of the Documents that are responsive to Request No. 46 are in the possession, custody or control of Respondents. - This is because every quarter, DRP sent to the Ministry of Energy and Mines a report monitoring emissions and air quality ("*Informe de Monitoreo de Gases y Partículas en Suspensión y Calidad del Aire*," later called "*Informe de Monitoreo de Emisiones Gaseosas y Calidad de Aire*"), which included information on air quality and main-stack emissions. - It follows that Respondents already received some responsive Documents to Request No. 46 and that, as a result, those Documents are in Respondents' possession, custody or control.	a serious objection. It is disingenuous for Claimant to raise this objection, as Claimant itself has made requests for documents that were created as long as 25 years ago. (Claimants' Document Request No. 38). Second, Claimants assert that Respondents' request is unreasonably burdensome. Claimants base their objection on the same arguments that seek to support their assertion that Respondents' request is overbroad. Respondents refers the Tribunal to its response to that assertion, which is set forth above. Third, Claimants assert that some of the requested Documents (viz. DRP's quarterly monitoring reports) are within Respondents' possession. Claimants need not produce any quarterly monitoring reports that DRP sent to the MEM.	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					<u>Request for Resolution</u> Respondents request that Claimants be ordered to disclose the requested documents.	
47.	Documents of DRP, Renco, DRRC, and/or DRCL, including engineering documents and process flow diagrams, related to any changes in the Facility's processes and/or mechanisms that explain the drop in emissions starting in 2000. (Contract Case)	A key element of Claimants' claims under Clauses 6.2 and 6.3 of the STA is the argument that DRP's standards and practices were more protective of the environment than those of Centromín. Fundamental to DRP's argument is allegation that the Facility's main stack emissions dropped precipitously starting in the year 2000 (Contract Memorial, ¶ 91). As pyro-metallurgy expert Wim Dobbelaere has explained, however, Claimants and their experts have provided no evidence of changes in the Facility's processes and/or mechanisms that would explain this drop in emissions (Dobbelaere Expert Report, ¶¶ 242-243). SX-EW, a consultant hired by DRP's bankruptcy administrator, likewise reported that there was no explanation for this sudden reduction in main-stack emissions in 2000 (**Exhibit R-150**, p. 10). The requested Documents are relevant to the Treaty Case and material to its outcome because they would permit the Tribunal and Respondents to fully evaluate whether the reduction in main-		Claimants Renco and DRRC object to Request No. 47 for the following reasons. *First*, Request No. 47 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Respondents Peru and Activos Mineros request all Documents, from several entities, "related to any changes in the Facility's processes and/or mechanisms that explain the drop in emissions." - Respondents do not provide a relevant, limiting timeframe for Request No. 47. - Assuming that Request No. 47 seeks Documents from 2000 to June 2009 (when DRP was forced to shut down the Complex's operations due to Peru's breaching conduct (SoC (Contract Case), ¶ 192), this means that Request No. 47 spans a period of 9 years.	Disputed Matters Claimants object to this request on the following grounds. <u>First,</u> Claimants assert that Respondents' request is overbroad. Claimants criticize Respondents for not providing a relevant timeframe, but it is clear from Respondents' comments to their request that the responsive documents would have been created in the years surrounding the unexplained drop in emissions in 2000 (i.e., between 1999 and 2001). Respondents' request is also not "vaguely and broadly crafted." Respondents provide examples of Documents	Request granted, limited to documents between 1999 and 2001.

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		stack emissions was genuine, or whether it was due to reporting errors, data manipulation, or process changes that shifted emissions from the main-stack to fugitive emissions.		- Moreover, Respondents fail to state with any kind of specificity what kind of Documents would be responsive to Request No. 47 (aside from two vague examples of potentially responsive categories of Documents). - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 47 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Respondents' Request No. 47 are incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 47. - Furthermore, Respondents are requesting a potentially sprawling universe of Documents that were all created at least 22 years ago.	that could be responsive to their request. The request is also inclusive of other Documents, given that Respondents, unlike Claimants, are not privy to the precise types of documents DRP created in connection with the process changes it implemented to the Facility. The inclusive nature of Respondents' request is proportionate to the relevance and materiality (which is not contested) of the Documents that would be responsive. Claimants' case is built on the premise that the drop in recorded main-stack emissions supposedly demonstrates that DRP's standards and practices were not "less protective" of the environment than those of Centromín. Nonetheless, multiple independent experts have called into question the legitimacy of that drop, and Claimants have provided no evidence	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					that DRP introduced any process changes that would have accounted for it. It is thus essential that the Tribunal have a full picture of the process changes that DRP implemented in the period surrounding the purported drop in main-stack emissions. **Request for Resolution** Respondents request that Claimants be ordered to disclose the requested documents.	
48.	The five appendices included in Integral Consulting's 2005 report prepared for DRP (**Exhibit C-064**), namely: (i) Appendix A (DRP air monitoring data); (ii) Appendix B (Integral EPC data); (iii) Appendix C (IIN diet study report); (iv) Appendix D (McVehil-Monnett air modeling; including input and output files and	Claimants present a toxicology expert report by Dr. Schoof to support their Contract claims. Dr. Schoof, bases her expert report on the 2005 and 2008 Human Health Risk Assessments that she conducted for DRP (Schoof Expert Report, p. 1). The 2005 Human Health Risk Assessment bases important conclusions on the data presented in its five appendices. The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to (i) verify the		Claimants agree to produce the requested Documents.	Respondents do not request a decision from the Tribunal on this request because Claimants have agreed to produce the requested Documents.	No decision required

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	meteorological and terrain data in electronic form and emissions inventory); and (v) Appendix E (blood lead data evaluation). Please provide all Documents in their native form. (Contract Case)	conclusions made in Integral's 2005 report, and thereby (ii) evaluate the conclusions made in Dr. Schoof's expert report that are based on Integral's 2005 report.				
49.	All Documents cited in Integral Consulting's 2005 and 2008 reports (**Exhibit C-064**, pp. 139 et seq. and **Exhibit C-062**, pp. 8-1 et seq. respectively). (Contract Case)	As noted above, Claimants' toxicology expert, Dr. Schoof, bases her expert report on the 2005 and 2008 Human Health Risk Assessments that she conducted for DRP (Schoof Expert Report, p. 1). The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to (i) verify the conclusions made in Integral's 2005 and 2008 reports, and thereby (ii) evaluate the conclusions made in Dr. Schoof's expert report that are based on Integral's 2005 and 2008 reports.		Claimants Renco and DRRC object to Request No. 49 because the Documents that are responsive to Request No. 49 are readily accessible to Respondents Peru and Activos Mineros. - Pages 139 *et seq.* of **Exhibit C-64** and pages 8-1 of **Exhibit C-62** list hundreds of sources that are publicly available. - By including Request No. 49 in its Redfern Schedule for Document Requests, Respondents are effectively requesting Claimants to retrieve sources from the public domain and produce them to Respondents, instead of simply doing it themselves. - Claimants should not have to bear this burden in circumstances where the requested Documents are	Disputed Matters Claimants object to this request on the following grounds. First, Claimants incorrectly assert that the requested Documents are "readily accessible to Respondents." This assertion is wrong for two reasons. (a) Claimants state that all requested Documents are publicly available but neglect to mention that several of the documents cited in Integral Consulting's reports are not publicly available. For example, (i) Gonzales Paredes, L.A. 2008.	Request granted, limited to documents which are not publicly available

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				equally accessible to Respondents. Where requested Documents are "equally and effectively available to both parties," such as here, the tribunal in *ADF Group Inc. v. United States* held that "there would be no necessity for requiring the other party physically to produce and deliver the documents to the former for inspection and copying" (CDP-2, Procedural Order No. 3, ¶ 4). Khodykin & Mulcahy's "Guide to the IBA Rules on the Taking of Evidence in International Arbitration" agrees. (CDP-3, ¶ 6.152 ("[a]s a general principle, documents in the public domain should be treated as documents to which the requesting party has available access and those documents should not therefore be the subject of a document production request")).	Personal communication (email to Erica Lorenzen, Integral Consulting Inc., Mercer Island, WA, on July 18, 2008, regarding calibration of air monitoring instruments). Doe Run Peru, La Oroya, Peru (**Exhibit C-62**, p. 8-6); (ii) DRP 2001b. Report to our communities in La Oroya Province of Yauli, Junin, Peru, K.R. Buckley, Ed. Doe Run Peru, La Oroya Division, La Oroya, Peru (**Exhibit C-62**, p. 8-5); (iii) IIN. 2005. Evaluación de consume de plomo, calcio, hierro, y zinc en alimientos por madres y niños en La Oroya Antigua. Informe Final. Instituto de Investigación Nutricional. Completed by Dr. Hilary Creed-Kanashiro, Reyna Liria, and Danial Lopez for Doe Run Peru, Contract No. CDRP-229-05 (**Exhibit C-62**, p. 8-8); (iv) McVehil, G. 2008a. Personal Communication (email to Erica Lorenzen,	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Integral Consulting Inc., Mercer Island, WA, dated July 24, 2008, regarding sulfur dioxide monitors) McVehil-Monnet Associates, Inc., Englewood, CO (**Exhibit C-62**, p. 8-9); (v) McVehil, G. 2008a. Personal Communication (email to Rosalind Schoof, Integral Consulting Inc., Mercer Island, WA, dated July 07, 2008, regarding air model output for risk assessment) McVehil-Monnet Associates, Inc., Englewood, CO (**Exhibit C-62**, p. 8-9); (vi) the three McVehil-Monnet air modeling reports cited in **Exhibit C-62**, p. 8-9; (vii) two sources authored by Dr. Schoof cited in **Exhibit C-62**, p. 8-13; (viii) Cornejo, A., and P. Gottesfeld. 2004. Interior dust lead levels in La Oroya, Peru. Asocación Civil Labor, Lima, Peru; Occupational Knowledge International, San Francisco, USA;	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					CooperAcción, Lima Peru (**Exhibit C-64**, p. 142); (ix) DRP. 2002b. Report to our communities in La Oroya, Province of Yanli, Junin-Peru. Doe Run Peru, La Oroya Division. 1998-2002 (**Exhibit C-64**, p. 143); (**Exhibit C-64**, p. 142).. Claimants have not identified which documents would be publicly available. (b) Even the documents that are publicly available would not be "equally and effectively available to both parties." The documents would be readily available in DRP and Dr. Schoof's records because Dr. Schoof prepared Integral Consulting's 2005 and 2008 reports. It therefore would be more efficient for Claimants to produce the documents than for Respondents to locate documents that entered the public domain over sixteen years ago.	

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					Request for Resolution Respondents request that Claimants be ordered to disclose the requested documents.	
50.	Documents that led to the Human Health Risk Assessments being performed in 2005 and 2008, including (but not limited to) the Request for Proposals that preceded the Human Health Risk Assessments, Integral Consulting's proposals to perform the Human Health Risk Assessments, and DRP's instructions to Integral Consulting regarding the performance of the same. (Contract Case)	As noted above, Claimants' toxicology expert, Dr. Schoof, bases her expert report on the 2005 and 2008 Human Health Risk Assessments that she conducted for DRP (Schoof Expert Report, p. 1). The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to fully evaluate and determine the context and evolution of Integral Consulting's reports, as well as the instructions under which the reports were prepared.		Subject to the general objections noted above, Claimants Renco and DRRC will conduct a reasonable search for documents responsive to Request No. 50 and produce such non-privileged documents found in its possession, custody, or control.	**Request for Resolution** Respondents request that Claimants be ordered to disclose the requested documents, notwithstanding their vague and unarticulated reference to a general objection.	No decision required
51.	Documents of DRP, Renco, DRRC, and/or DRCL relating to Dr.	Based on disclosures made to date, Dr. Schoof's known relationship with Claimants dates back to 2005, when she		Claimants Renco and DRRC object to Request No. 51 for the following reasons.	Disputed Matters	Request granted, limited to any reports or studies authored by Dr. Schoof, any

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	Schoof's professional history and engagement with Renco and its related entities. (Contract Case)	led the team from Integral Consulting in its evaluation of the Facility's health effects on the residents of La Oroya. The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to fully evaluate the extent of Dr. Schoof's relationship with Claimants and the degree to which that relationship may affect her independence and impartiality.		*First*, Request No. 51 is not narrow and specific, as required by Article 3.3(a) of the IBA Rules. It seeks discovery that is far more expansive than what is allowed. - Respondents Peru and Activos Mineros request all Documents from several entities "relating to Dr. Schoof's professional history and engagement with Renco and its related entities." - Respondents also fail to specify a relevant, limiting timeframe for the broad category of documents that they are requesting. - Furthermore, Respondents fail to state with any kind of specificity what kind of Documents would be responsive to Request No. 51. - This means that there is a sprawling universe of Documents that is potentially responsive to this broadly and vaguely crafted request. *Second*, Request No. 51 is neither relevant to the Contract Case nor material to its outcome, as required by Articles 3.3(b) and 9.2(a) of the IBA Rules. - Contrary to Peru's assertions, the "extent of Dr. Schoof's relationship with Claimants and	Claimants object to this request on the following grounds. First, Claimants assert that Respondents' request is overbroad. Claimants criticize Respondents for not specifying a relevant timeframe, but Claimants are the party best situated to ascertain when Renco and its affiliates began their professional relationship with Dr. Schoof. Claimants likewise criticize Respondents for not stating the specific kinds of Documents that would be responsive. It is evident, however, that responsive documents would include any reports or studies authored by Dr. Schoof, any proposals she has submitted to Renco affiliates, and any other Documents evidencing a professional relationship between Dr. Schoof and Renco.	proposals she has submitted to Renco affiliates, and any other documents evidencing a professional relationship between Dr. Schoof and Renco.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
				the degree to which that relationship may affect her independence and impartiality" have no bearing on the Contract Case. - At its core, the Contract Case is about Peru's and Activos Mineros' failure to comply with their contractual obligations under the STA and Guaranty Agreement with respect to the Missouri Litigations. *Third*, Request No. 51 is unreasonably burdensome and Renco should not have to search for, collect, review, and produce all potentially responsive Documents. - As explained above, the scope and timeframe of Respondents' Request No. 51 are incredibly broad. - Respondents also fail to state with any specificity what kind of Documents would be responsive to Request No. 51. - Furthermore, the absence of a relevant, limiting timeframe means that Respondents are requesting a potentially sprawling universe of Documents.	Second, Claimants incorrectly assert that the requested documents are not relevant or material to the Treaty Case. Claimants summarily conclude that "the extent of Dr. Schoof's relationship with Claimants and the degree to which that relationship may affect her independence and impartiality have no bearing on the Contract Case." Even Claimants, however, admit that there exists "a sprawling universe of Documents" that potentially evidence a longstanding relationship between themselves and Dr. Schoof. Claimants' claims in the Contract Case rely on Dr. Schoof's expert opinion. If Dr. Schoof's opinion is not independent and impartial, then Claimants cannot rely on that opinion to support their claims. Third, Claimants assert that Respondents request is	

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
					unreasonably burdensome. Claimants base their objection on the same arguments that seek to support their assertion that Respondents' request is overbroad. Respondents refer the Tribunal to their response to that assertion, which is set forth above. **<u>Request for Resolution</u>** Respondents request that Claimants be ordered to disclose the requested documents.	
52.	Documents containing photos from Integral Consulting's 2005 and 2008 visits to Peru. (Contract Case)	Dr. Schoof's expert report contains several photos that she took while visiting La Oroya in connection with the 2005 and 2008 Integral Human Health Risk Assessments (Schoof Report, pp. 14-16, 18-232, 25-26). The photos supposedly evidence conditions that may increase residents' exposure to historical lead emissions (e.g., adobe homes built using mud with historical lead deposits; children playing in exposed hillsides). The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to ascertain		Claimants agree to produce the requested Documents.	Request for Resolution Respondents do not seek resolution from the Tribunal on this request because Renco has agreed to produce responsive documents. However, Respondents invoke their Responses to Claimants' general objectons to the extent that Claiamnts invoke them in an attempt to not produce documents as agreed.	No decision required

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		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
		whether the photos included in Dr. Schoof's report are representative and accurate.				
53.	Documents containing original and/or individual-level blood lead data from the sources cited in Exhibit B of Dr. Schoof's expert report (Summary of Blood Lead Levels for Children in the Region of La Oroya 2009-2019). Please provide the Documents in their native form. (Contract Case)	Exhibit B of Dr. Schoof's expert report cites several studies of blood lead levels in La Oroya. Dr. Schoof does not provide the raw data contained in these studies, but instead provides her own calculations based thereon. The requested Documents are relevant to the Contract Case and material to its outcome because they would allow the Tribunal and Respondents to verify the calculations presented by Dr. Schoof based on the data in the referenced studies. Rule 5.2(e) of the IBA Rules on the Taking of Evidence in International Arbitration provides that "documents on which the Party-Appointed Expert relies that have not already been submitted shall be provided."		Claimants Renco and DRRC do not have in their possession, custody, or control Documents containing "individual-level blood lead data from the sources cited in Exhibit B of Dr. Schoof's expert report." In addition, Claimants do not understand what Respondents mean by Documents containing "original … blood lead data…" However, to the extent Respondents are requesting the sources cited in Exhibit B of Dr. Schoof's expert report, Claimants agree to produce those Documents.	Claimants do not object to Respondents' request, but instead state that they "do not understand" Respondents' request. Respondents request Documents containing original blood lead level data because, as explained, Dr. Schoof presents calculations based on data that she has not submitted into the record. Respondents request the data upon which Dr. Schoof bases her calculations. **Request for Resolution** Respondents request that Claimants be ordered to disclose the requested documents.	The Tribunal takes note of the Claimants' agreement to produce the sources cited in Exhibit B of Dr. Schoof's expert report. Request otherwise denied
54.	The complete **Exhibit JAC-041**, including all	**Exhibit JAC-041** is a report that contains ten sections. The document provided by		Claimants agree to produce the requested Document.	Respondents do not request a decision from the	No decision required.

No.	Documents or Category of documents requested (Peru/Activos Mineros)	Relevance and materiality, including references to submission (Peru/Activos Mineros)		Reasoned objections to document production request (Renco/DRRC)	Response to objections to document production request (Peru/Activos Mineros)	Decision (Tribunal)
		Ref. to Submissions, Ex., WS, or E. Reports	Comments			
	ten sections of the document. (Contract Case)	Claimants, however, contains only the first seven sections of the report. Rule 5.2(e) of the IBA Rules on the Taking of Evidence in International Arbitration provides that "documents on which the Party-Appointed Expert relies that have not already been submitted shall be provided."			Tribunal on this request because Claimants have agreed to produce the requested Documents.	