

PCA CASE No. 2019-46

IN THE MATTER OF AN ARBITRATION
BEFORE A TRIBUNAL CONSTITUTED IN ACCORDANCE WITH
THE TRADE PROMOTION AGREEMENT BETWEEN THE REPUBLIC OF
PERU
AND THE UNITED STATES OF AMERICA
- and -
THE UNCITRAL ARBITRATION RULES 2013

THE RENCO GROUP, INC.
CLAIMANT,
v.
THE REPUBLIC OF PERU
RESPONDENT.

– and –

PCA CASE No. 2019-47

IN THE MATTER OF AN ARBITRATION
BEFORE A TRIBUNAL CONSTITUTED IN ACCORDANCE WITH THE
STOCK TRANSFER AGREEMENT BETWEEN
EMPRESA MINERA DEL CENTRO DEL PERU S.A. AND DOE RUN PERU
S.R. LTDA., DOE RUN RESOURCES, AND RENCO, DATED 23 OCTOBER
1997, AND
THE GUARANTY AGREEMENT BETWEEN PERU AND DOE RUN PERU
S.R. LTDA, DATED 21 NOVEMBER 1997
– and –
THE UNCITRAL ARBITRATION RULES 2013

THE RENCO GROUP, INC. AND THE DOE RUN RESOURCES, CORP.,
CLAIMANTS,
v.
THE REPUBLIC OF PERU AND ACTIVOS MINEROS S.A.C.,
RESPONDENTS.

CLAIMANTS' AMENDED SUBMISSION ON COSTS

Date: October 10, 2024

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**COUNSEL FOR CLAIMANTS
THE RENCO GROUP, INC. AND
THE DOE RUN RESOURCES CORP.**

Claimants The Renco Group, Inc, and The Doe Run Resources Corp. present their amended submission on costs to date, separated between the Contract Case and Treaty Case, as requested by the Tribunal. We apologize for failing to follow the Tribunal's instructions.

As a preliminary matter, Claimants note that any apportionment of costs must await the Tribunal's final decision in consolidated arbitration. This may not occur until the Tribunal determines whether another hearing is required to quantify damages. In any event, whether there is a second hearing, a decision on costs should occur only after the final award is made.

Neither the contract between the parties nor the US-Peru Treaty that provides a specific method for allocation of costs. The Treaty in Article 10.26 provides: "A tribunal may also award costs and attorney's fees in accordance with this Section and the applicable arbitration rules." The contract (the STA) in Article 12 refers only to UNCITRAL rules.

The UNCITRAL rules, which generally provide that costs are to be borne by the unsuccessful party, grant wide discretion to the Tribunal to determine the reasonable apportionment of costs "taking into account the circumstances of the case." Article 42(1). Of course, it has not yet been determined which party is the unsuccessful one, nor have all the circumstances of the case played out.

We assume, therefore, that the Tribunal merely seeks at this stage an accounting of the costs incurred to date by the parties. Given the posture of the case, we have refrained from making arguments about the merits of whether, to whom, and what amount of costs should be awarded, and we would request the opportunity to do so at the appropriate time.¹

Hence, we present these charts that summarize Claimants' costs incurred to date in each of the consolidated arbitrations:

¹ In our initial submission, we omitted any reference to the fees of the Tribunal, which we assumed would be treated separately by the Tribunal in its award. We note, however, that Respondents included the Tribunal's fees, split equally between the two cases, as part of their submission. We further note that the Tribunal's letter dated 4 October 2024 states that "[n]o further modifications or additions to their original submission on costs shall be filed." Thus, we are not adding any separate claim for the fees of the Tribunal, which we continue to assume will be handled in the award.

TREATY CASE

Experts:

Daniel Schmerler Vainstein	Diaz Canseco Competencia	\$22,825.00
H. Bryan Callahan	Forvis	\$160,443.00
Subtotal		\$183,268.00

Attorneys:

King & Spalding	\$2,865,241.38
Schiffer Hicks Johnson	\$1,100,386.65
Fogler Brar O'Neil & Gray	\$67,589.97
Subtotal	\$4,033,218.00

TOTAL FEES AND EXPENSES	\$4,216,486.00
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CONTRACT CASE

Experts:

Connor/Bianchi	GSI Environmental	\$1,744,581.58
Eric Partelpoeg	EHP Consulting	\$75,050.00
Rosalind Schoof	Ramboll	\$136,679.00
Jose Antonio Payet	Payet Rey Cauvi Perez	\$104,157.00
Subtotal:	\$2,060,467.58	

Attorneys:

De La Punte	\$20,512.00
Miranda	\$85,192.61
King & Spalding	\$4,297,862.08
Schiffer Hicks Johnson	\$900,316.35
Fogler Brar O'Neil & Gray	\$383,009.83
Subtotal	\$5,686,892.87

TOTAL FEES AND EXPENSES \$7,747,360.45

Date: October 10, 2024

Respectfully submitted,

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