

IN THE ARBITRATION
UNDER CHAPTER ELEVEN OF THE NAFTA
AND THE ICSID CONVENTION

BETWEEN:

MOBIL INVESTMENTS CANADA INC.

Claimant

AND

GOVERNMENT OF CANADA

Respondent

ICSID Case No. ARB/15/6

CLAIMANT'S SUBMISSION ON COSTS

ARBITRAL TRIBUNAL:

Sir Christopher Greenwood QC

Mr. J. William Rowley QC

Dr. Gavan Griffith QC

SECRETARY OF THE TRIBUNAL:

Ms. Lindsay Gastrell

15 September 2017

I. INTRODUCTION

1. If the Tribunal were to dismiss this action by accepting either or both of Canada's defenses of limitations or *res judicata*, Canada should not be awarded its costs. Conversely, if the Tribunal overrules these defenses, it should proceed to consider Mobil's damages and award Mobil the costs for prevailing over these defenses at the end of the proceedings. When Mobil prevails on its claim for damages, as we submit it will, Mobil will only obtain full reparation if it is fully reimbursed for its costs of bringing this claim, which was made necessary by Canada's persisting and unlawful conduct following the Mobil I Decision.¹

2. In its decision on costs, the Tribunal should take into account that: 1) this case is specifically the result of the Mobil I Tribunal's treatment of Mobil's life-of-field claim, including the Tribunal's direction to Mobil to bring future cases in the event of continuing breach; and 2) the context of Canada's ongoing, and now conceded, breaches of Article 1106 of the NAFTA.

3. Moreover, the Tribunal should consider a number of other factors which support Mobil's position on costs:

- **The circumstances of the case,**² including:
 - The Claimant's good faith in bringing the claim (here, Mobil relied in good faith on the Mobil I Tribunal's direction that the present claim would be permissible);
 - Whether the respondent State can reasonably doubt that it was in breach of its international obligations (here, Canada could not have any such reasonable doubt following the Mobil I Tribunal's binding determination that its ongoing conduct was unlawful);
 - Whether the costs of arbitration were incurred as a result of the State's improper conduct (here, Canada's decision to continue conduct it knew was unlawful after the Mobil I Decision required Mobil to incur the costs of this arbitration); and
- **The novelty and complexity of the legal issues** (here, Canada's limitations defenses in the context of an ongoing breach, and in light of the *Mobil I* and *UPS NAFTA* decisions, presented novel and complex legal issues);
- **The procedural conduct of the parties** (here, Canada insisted that Mobil present a full case on liability and damages and failed to disclose its preliminary defenses until its Counter-Memorial); and

¹ **CL-52**, *ADC Affiliate Limited and ADC & ADMC Management Limited v. Republic of Hungary* (ICSID) Award of 2 October 2006, ¶ 533, 536 (finding that Claimant could not be "made whole" without being awarded its legal and other expenses due, *inter alia*, to the fact that "Hungary made **no attempt** to honour its obligations under the BIT.") (emphasis added).

² NAFTA Tribunals have considered the question of costs, in light of the circumstances of the case. **CL-118**, *Fireman's Fund v. Mexico* (ICSID) Award of 17 July 2006, ¶¶ 220-221; **CL-119**, *Azinian et al v. United Mexican States* (ICSID) Award of 1 November 1999, ¶¶ 125-126.

- **Whether a respondent State “invited” litigation** (here, Canada’s continued and unlawful conduct invited litigation because the Mobil I Tribunal had already decided that such conduct was a valid basis for further proceedings by the Claimants).

4. In relation to the above considerations, it should also be noted that in Mobil I, Canada argued that the “Costs Follow the Event Rule” is not the prevailing principle in investment treaty arbitration under the ICSID Convention and should not apply here.³ The Mobil I Tribunal accepted Canada’s argument by not awarding costs to Mobil. Consistent with Canada’s own position, costs should not be awarded to Canada even if it were to prevail on its preliminary defenses to Mobil’s claim.

II.

THE NAFTA AND ICSID RULES PROVIDE THAT THE TRIBUNAL HAS DISCRETION REGARDING AN AWARD OF COSTS

5. Mobil initiated the arbitration under NAFTA and the ICSID Convention. Article 1135 of the NAFTA provides that a Tribunal may “award costs in accordance with the applicable arbitration rules.”⁴ Article 61(2) of the ICSID Convention and Rule 28 of the ICSID Arbitration Rules in turn provide that in the absence of agreement between the parties, the Tribunal shall determine the costs incurred by the parties and the payment of such costs, as well as the costs of the Tribunal and amounts paid for use of the facilities of the Centre.⁵

6. Neither the ICSID Convention nor the ICSID Arbitration Rules⁶ impose constraints on the Tribunal regarding how costs are assessed. Accordingly, an award of costs is a matter within the discretion of the Tribunal.⁷ Nevertheless, NAFTA and investment arbitration cases provide guidance on how the Tribunal should exercise that discretion in this case.

³ **C-404**, *Mobil Investments Canada Inc. and Murphy Oil Corporation v. Canada*, ICSID Case No. ARB(AF)/07/4, Canada’s Rejoinder on Costs of 17 January 2014, ¶ 3.

⁴ **CL-5**, NAFTA.

⁵ Under Article 61(2) the decision on costs by the Tribunal shall form part of its award.

⁶ ICSID Rule 28.

⁷ **CL-120**, *Waste Management, Inc v. United Mexican States* (2) (ICSID) Award of 30 April 2004, ¶ 183 (“There is no rule in international arbitration that costs follow the event. Equally, however, the Tribunal does not accept that there is any practice in investment arbitration (as there may be, at least de facto, in the International Court and in interstate arbitration) that each party should pay its own costs. In the end the question of costs is a matter within the discretion of the Tribunal, having regard both to the outcome of the proceedings and to other relevant factors.”)

III.

IF CANADA PREVAILS ON ITS LIMITATIONS OR RES JUDICATA DEFENSE, THE PARTIES SHOULD BEAR THEIR OWN COSTS

A. Canada should not be awarded costs given the circumstances of this arbitration⁸

1. Mobil relied in good faith on the Mobil I Tribunal's Decision in bringing the present claim

7. Mobil relied in good faith on the Mobil I Tribunal's express direction that Mobil could bring the present claim.⁹ This direction necessarily contemplated that neither the limitations provisions of the NAFTA nor the doctrine of *res judicata* would bar the present claim. Thus, even if this Tribunal were to disagree with the Mobil I Tribunal's view on limitations and *res judicata*, a cost award against Mobil would be fundamentally unjust given that Mobil did exactly what the prior tribunal directed it should do.

8. The Mobil I Majority considered that Articles 1116(2) and 1117(2) would not bar the present claim. In Mobil I, Canada objected to awarding future losses not yet incurred.¹⁰ In resolving this objection, the Mobil I Decision provided that only "actual loss" would be compensated.¹¹ As for future losses "not actual in the current proceedings," the Mobil I Decision provided that Mobil could "claim compensation in new NAFTA arbitration proceedings[.]"¹² It can be hardly doubted that this disposition was meant to address Canada's limitation defense in subsequent proceedings, given that Mobil's counsel raised this possibility during the Mobil I hearing.¹³ In addition, this disposition was evidently influenced by the *UPS* award, as this authority was cited twice in the part of the Mobil I Decision resolving Canada's objection to an award of future losses.¹⁴ The Mobil I Decision expressly provided that future claims would be permissible "[g]iven that the implementation of the

⁸ See footnote 2 above.

⁹ **RL-24**, *Bayview Irrigation District v. Mexcio* (ICSID) Award of 19 June 2007, ¶ 125 (finding that the Claimant's claims were pursued in good faith and ordering each party to bear its own costs and the costs of the Tribunal equally).

¹⁰ **R-2**, *Mobil Investments Canada Inc. and Murphy Oil Corporation v. Government of Canada* (ICSID Case No. ARB(AF)/07/4) Canada's Counter-Memorial, p. 140 ("An Award of Damages Not Yet Incurred is Inconsistent with the NAFTA"); **R-79**, *Mobil Investments Canada Inc. and Murphy Oil Corporation v. Government of Canada* (ICSID Case No. ARB(AF)/07/4) Canada's Rejoinder Memorial, p. 115 ("The Tribunal Does Not Have Jurisdiction to Award Damages Not Yet Incurred").

¹¹ **C-1**, Mobil I Decision, ¶ 440 ("[T]he Majority will consider any loss which is incurred, *i.e.* which is actual, as of the date of the Award.").

¹² *Id.*, ¶ 478 ("Given that the implementation of the 2004 Guidelines is a continuing breach, the Claimants can claim compensation in new NAFTA arbitration proceedings for losses which have accrued but are not actual in the current proceedings.").

¹³ **R-74**, Mobil I Hearing Transcript, 29:18-21 ("Canada can't have it both ways and say we are not entitled to future damages and they're only waiving [the limitations period] with respect to this proceeding.").

¹⁴ **C-1**, Mobil I Decision, n. 447 ("See also *UPS v. Canada* regarding continuing breaches[.]"), n. 458 ("The Majority of the Tribunal notes that the question of what was called 'continuing breaches' was considered (albeit in the context of how Article 1116(2) of NAFTA applies to continuing breaches) in *UPS v. Canada*.").

2004 Guidelines is a *continuing breach*,” thereby alluding to the *UPS* award’s reasoning on limitations.¹⁵

9. It is equally clear that the Mobil I Majority did not intend for the doctrine of *res judicata* to bar the present claim; otherwise, the Mobil I Decision’s statement that Mobil could “claim compensation in new NAFTA arbitration proceedings” would be nonsensical. Indeed, the Mobil I Award made clear that its decision on damages at that point “necessarily leaves unprejudiced the compensability of shortfall damages over future POA periods, or indeed the compensability of spending not accounted for here, that the Claimants ultimately believe is incremental.”¹⁶ Thus, Mobil could not have foreseen *res judicata* barring its present claim given that the Mobil I Majority itself expressly forbade such a result.

10. Because Canada did not cease breaching NAFTA after the Mobil I Decision, and Mobil thereby incurred damages, it brought this action precisely as the Mobil I tribunal directed. In light of Mobil’s good faith reliance on and obedience to the Mobil I Decision, including its implied holdings that the present claim would not be barred by limitations or *res judicata*, an adverse cost award would unjustly penalize Mobil.

2. Canada’s breaches of NAFTA are ongoing

11. This arbitration is the result of Canada’s continuing and now admitted breaches of Article 1106(c) of the NAFTA and the losses incurred as a result between 2012 and 2015. Prior to this arbitration, the Mobil I Tribunal made a binding determination that Canada was in breach of Article 1106. As noted above, the Mobil I Tribunal awarded Mobil only its then incurred damages and went on to specify that Mobil could claim compensation in new NAFTA arbitration proceedings for losses incurred after the Mobil I proceedings.¹⁷ Mobil specifically followed that direction in bringing the present case.

12. Canada’s response to the Mobil I Decision stands in stark contrast to Mobil’s. Instead of adhering to the Mobil I Decision, Canada now argues that Mobil cannot claim damage for its admitted breach, based on a new defense of limitations and a defense that Mobil had in fact lost the Mobil I case on the merits as to all un-incurred damages. What is more, Canada rejects the notion that it has a duty to cease its breaches of Article 1106(c). Instead, it has decided to continue its unlawful conduct. The costs in this case are the result.

3. The circumstances of the present case are different from Mobil I

13. In its Award, the Mobil I tribunal noted that, in deciding costs, it had “considered all the circumstances of this arbitration.”¹⁸ In the present arbitration, there is a salient and important change of circumstance that weighs strongly against awarding Canada costs, even if Canada were to prevail on its defenses, namely: Canada has no basis for arguing it has acted in good faith.

¹⁵ *Id.*, ¶ 478 (emphasis supplied).

¹⁶ C-2, Mobil I Award, para. 166.

¹⁷ C-1, Mobil I Decision, para. 478.

¹⁸ *Id.* See also footnote 2 above.

14. In Mobil I, Canada argued that it had applied the Guidelines and defended them in good faith.¹⁹ No such argument can be made in these proceedings. Instead, Canada concedes that, following the Mobil I Decision, it accepted that its conduct was unlawful.²⁰ As acknowledged at the hearing and argued in post-hearing briefs, Canada's conduct thus presents a unique circumstance. Mobil summarized the point as follows:

“Whereas Canada argued in its Rejoinder on Costs in Mobil I that ‘the Board introduced the Guidelines in good faith based on its understanding of Canadian law’ and that ‘Canada defended the claim that the Guidelines are inconsistent with the NAFTA in good faith,’ the same cannot be said of the Board’s decision to enforce the Guidelines after the Mobil I Decision”²¹

15. Canada's failure to act in good faith is directly relevant for the consideration of costs. The ICSID Tribunal in *Burlington Resources Inc. v. Ecuador* framed the issue this way:

“ . . . where the actions of a State have been guided by its good faith understanding of the public interest and the *State could reasonably doubt that it was breaching its international obligations*, the Tribunal may consider it appropriate to apportion costs in a manner that alleviates the burden on the respondent State.”²²

16. Mobil submits that the converse is also true:²³ where a state could not reasonably doubt that it was breaching its international obligations, the Tribunal should not consider it appropriate to apportion costs in favor of the respondent state, even if the state were to prevail on a technical defense.²⁴

17. This arbitration has occurred because Canada did not cease conduct it knew and accepted was unlawful.²⁵ Had Canada ceased its unlawful conduct and accepted its liability for damages, per the Mobil I Decision, the costs in the present proceeding need not have been incurred.

¹⁹ **C-404**, *Mobil Investments Canada Inc. and Murphy Oil Corporation v. Canada*, ICSID Case No. ARB(AF)/07/4, Canada's Rejoinder on Costs of 17 January 2014, ¶ 9.

²⁰ Day 1 Hearing Transcript at 191:4-13.

²¹ Claimant's Reply to Canada's Post-Hearing Submission, fn. 9. Mobil I Rejoinder on Costs, 17, January 2014 was correctly resubmitted as C-404.

²² **CL-121**, *Burlington Resources Inc. v. Ecuador* (ICISD) Award of 7 February 2017, ¶ 621. (emphasis added).

²³ In *Burlington*, although the relevant analysis is not provided, a disproportionate amount of costs was borne by the Ecuador, see ¶ 628.

²⁴ See **CL-118**, *Fireman's Fund*, ¶¶ 220-221 (finding that although Claimant lost on a jurisdictional “technicality” regarding a preliminary question, the Claimant had a respectable merits case and the rule that costs follow the event should not be applied); **RL-4**, *Mondev v. United States* (ICSID) Award of 11 October 2002, ¶ 159 (“the Tribunal has some sympathy for Mondev's situation, even if the bulk of its claims related to pre-1994 events. . . . In the end, the City and BRA succeeded, but only on rather technical grounds.”)

²⁵ Canada's qualification on the issue nevertheless inadvertently confirms an obligation to cease its unlawful conduct. See Canada's Rejoinder Memorial, ¶ 32: “There is no obligation on the part of a NAFTA Party vis à vis a claimant investor to remove a measure which has been found to violate NAFTA Chapter Eleven.” (emphasis added). Likewise, in its post hearing submissions, Canada argues that it owes no duty to the investor to cease unlawful conduct (Canada's Reply to the Claimant's Post-Hearing Brief, ¶ 14) (emphasis added).

B. Canada should not be awarded costs given the novelty and complexity of the issues at stake

18. This case raises difficult and novel issues which recommend against a costs award in favor of Canada in the event it prevails on its defenses.²⁶ The Mobil I Tribunal's determination that Canada's conduct constituted a breach of the NAFTA posed novel questions, which the Tribunal highlighted in its Decision: "The Majority further notes the Claimants' assertion that 'no NAFTA tribunal has yet been faced with a continuing treaty violation or continuing investment impairment scenario.'"²⁷

19. A second case involving the same parties after a finding of liability is yet more unique. This is particularly true in the context of a continuing breach where the Tribunal specifically relegated the award of potential future damages to future NAFTA actions. Given the extraordinarily difficult and novel nature of the Canada's defenses, were the Tribunal actually to accept any of them, a cost award would be inappropriate.

C. Canada's litigation conduct unnecessarily increased costs

20. Canada argued successfully at the initial hearing that Mobil should be required to fully plead both the merits and damages.²⁸ Thus, Mobil was forced to re-argue the breach of the NAFTA in its Memorial. Canada only then conceded breach.²⁹ The same dilatory approach was followed in respect of Canada's preliminary defenses of limitations and *res judicata*, on which Canada kept silent until its Counter-Memorial.³⁰ This deliberate silence prevented Mobil the opportunity to address these issues in its Memorial. Canada's tactical approach has resulted in wasted time and costs. Mobil submits that Canada's conduct should weigh against an award of costs in favor of Canada in the event it prevails on its defenses.³¹

D. Canada should not be awarded costs because it invited further litigation by its actions

21. In *Aznian v. United Mexican States*, the Tribunal considered that where a respondent state "invited litigation," this circumstance weighed against awarding costs to the state.³² In Mobil I, the Tribunal concluded a new NAFTA arbitration could validly be commenced to address damages not yet incurred in that proceeding. Canada decided to

²⁶ See e.g., C-2, Mobil I Award, ¶ 176.

²⁷ C-1, Mobil I Decision, ¶ 458.

²⁸ Procedural teleconference held on 3 November 2015.

²⁹ Day 1 Hearing Transcript at 191:4-13.

³⁰ Canada's Counter-Memorial, pp. 56-70.

³¹ See e.g., CL-122, *Victor Pey Casado and President Allende Foundation v. Republic of Chile* (ICSID) Award of 8 May 2008, ¶¶ 729-730 (finding that Claimant shall be awarded \$2 million in costs due to Respondent's dilatory procedural conduct); CL-52, *ADC Affiliate Limited and ADC & ADMC Management Limited v. Republic of Hungary* (ICSID) Award of 2 October 2006, ¶ 537 (awarding Claimant costs and noting that "...the Respondent took every conceivable point and put the Claimants to strict proof of every aspect of their case. Some of the points taken were unarguable but nevertheless they added to the time and cost of this arbitration.")

³² CL-119, *Aznian et al*, ¶ 126.

continue its breaches, thereby inviting the present proceedings. For this additional reason, costs should not be awarded to Canada in the event it prevails on its defenses.

IV. CLAIMANT'S LEGAL FEES AND COSTS

22. The combined costs and fees incurred by the Claimant to date in this arbitration are summarized below. Amounts are expressed in US dollars, unless stated otherwise.

A. Arbitration Costs

23. The Claimant incurred a \$25,000 filing fee on filing their claim with ICSID. The remaining ICSID costs were shared between the two Parties. Claimant's share of those costs was \$250,000.

B. Legal Fees³³

24. Claimant's outside counsel is Norton Rose Fulbright US LLP ("Norton Rose Fulbright"). Two senior in-house attorneys at Exxon Mobil Corporation ("Exxon") also represented Mobil in this matter. Finally, Debevoise & Plimpton LLP ("Debevoise") represented the Claimant until 31 October 2015.

25. The principal lawyers working on the matter for Norton Rose Fulbright were:

- Partner: Kevin O'Gorman
- Non-Partners: Lucy Greenwood, Paul Neufeld, Denton Nichols, Mark Stadnyk, Brian Young, Rafic Bittar, and Katie Connolly

26. The principal lawyers working on the matter for Exxon were:

- Tom Sikora and Stacey O'Dea.

27. The principal lawyers working on the matter for Debevoise until 31 October 2015 were:

- Partners: David W. Rivkin and Sophie J. Lamb
- Associates: Samantha J. Rowe and Jennifer Lim

28. The Claimant's legal team has spent a total of [REDACTED] hours on this matter to date. This time includes meeting with clients, experts and witnesses, assembling and reviewing documentary evidence, legal research, drafting and reviewing written submissions, and preparing for and attending hearings. The lawyers were supported by legal assistants.

29. The billing rates for Mobil's outside counsel are reasonable and comparable to firms with similar expertise and cost structure. The billing rate for Exxon's in-house lawyer, Mr. Tom Sikora, is the rate used internally by Exxon to allocate costs between different Exxon entities and departments. Exxon's internal rates are below the market rate. Certain of the billing rates used reflect rate changes during the period worked for individual attorneys and legal assistants.

³³ All fees and costs included herein are current as of 31 August 2017.

30. The Claimant's total legal fees amount to \$4,105,725.12.

C. Expert Costs

31. Claimant engaged an expert in these proceedings, Professor Dan Sarooshi, who prepared a report and assisted with respect to limitations issues. His costs are \$183,667.14. Expert costs include both fees and expenses incurred by him in relation to the proceedings.

D. Travel Costs

32. Claimant's travel costs represent three trips to St. John's, Newfoundland, one trip to Washington, DC for the hearing on the merits, as well as travel to Houston and London for meetings.

E. General Supplies and Services

33. The remainder of the Claimant's costs relate to services and supplies required to pursue the arbitration, some of which were incurred in-house and some of which required the participation of outside vendors. Such services include express delivery costs, word processing and document preparation charges, and research services.

E. Breakdown of Claimant's fees and costs


ICSID Fees	\$275,000
Legal Fees	\$4,105,725.12
Costs	\$409,464.32
TOTAL	\$4,790,189.44

34. The Claimant's total costs are reasonable by investment treaty arbitration standards and necessary for the bringing and prosecution of this case to date.

V. CONCLUSION

35. If the Tribunal were to accept Canada's defenses of limitations or *res judicata*, Canada should not be awarded its costs. Conversely, if Mobil prevails on those defenses, it should be awarded costs at the end of this proceeding. Finally, Mobil's fees and expenses have been reasonable and necessary.

Respectfully submitted,



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Counsel for Claimant Mobil Investments Canada Inc.

Appendix on Costs

DESCRIPTION	COST (US\$)
Attorneys' Fees	
Norton Rose Fulbright US LLP Attorneys' Fees (including legal assistance)	3,373,970.00
Debevoise & Plimpton LLP Attorneys' Fees (including legal assistance)	262,261.72
Exxon Mobil Corporation Attorneys' Fees	469,493.40
TOTAL FEES	4,105,725.12

Travel CostsNorton Rose Fulbright US LLP

Travel, Accommodation and Meals ³⁴	69,926.83
Witness Accommodation (Robert Dunphy, Paul Phelan, Paul Durdle, Ryan Noseworthy, Krishnaswamy Sampath)	11,803.99

Exxon Mobil Corporation

Attorneys' Travel, Accommodation and Meals	30,501.33
<u>Total Travel Expenses</u>	112,232.15

Tribunal & ICSID Costs

<u>Total Hearing Expenses</u>	275,000
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Outside Expert Costs³⁵

Professor Dan Sarooshi	183,667.14
<u>Total Expert Fees</u>	183,667.14

Costs for Retired Witnesses' Time and Expenses³⁶

³⁴ Includes both attorney and paralegal travel costs.

³⁵ Includes costs of travel and other-out-pocket expenses.

³⁶ Includes costs of travel and other-out-pocket expenses.

Krishnaswamy Sampath	50,879.87
Ted O'Keefe	3,150.00
<u>Total Consulting Fees</u>	54,029.87

Express Delivery/Messenger Costs

<u>Norton Rose Fulbright US LLP</u>	9,859.40
<u>Total Express Delivery/Messenger Costs</u>	9,859.40

Word Processing/Duplicating/Presentation Support Costs

<u>Norton Rose Fulbright US LLP</u>	7,917.00
<u>Total Word Processing/Duplicating/Presentation Support Costs</u>	7,917.00

Litigation Support Costs

<u>Norton Rose Fulbright US LLP</u>	
External Litigation Support Services ³⁷	9,208.05
External Printing Services	22,184.07
<u>Total Litigation Support Costs</u>	31,392.12

Miscellaneous

<u>Debevoise & Plimpton LLP's Costs</u>	
	10,366.64
<u>Total Miscellaneous Costs</u>	10,366.64

TOTAL COSTS	684,464.32
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CLAIMANT'S TOTAL COSTS & FEES	4,790,189.44
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³⁷ These are the costs for Claimant's conference room at the Fairmont Hotel and the accompanying A/V equipment during the hearing in July 2017.

STATEMENT OF ATTORNEY AND LEGAL ASSISTANT HOURS

NAME		AVERAGE HOURLY RATE (US\$) ³⁸	HOURS	TOTAL (US\$)
Norton Rose Fulbright US LLP				
<i>Principle Lawyers / Tenure on Matter</i>				
Partners				
O’Gorman, K.	10/2015-present	██████	██████	1,093,785.00
Non-partners				
Greenwood, L.	10/2015-01/2017	██████	██████	365,295.00
Neufeld, P.	04/2017-present	██████	██████	365,895.00
Nichols, D.	10/2015-present	██████	██████	860,730.50
Stadnyk, M.	10/2015-02/2017	██████	██████	332,820.00
Connolly, K.	04/2017-present	██████	██████	87,697.50
Bittar, R.	04/2017-present	██████	██████	132,925.00
Young, B.	12/2015-08/2016	██████	██████	64,900.00
<i>Paralegals</i>				
Lynch, L.		██████	██████	39,372.00
Brollier, S.		██████	██████	24,038.00
Torres, M.		██████	██████	6,512.00
NORTON ROSE FULBRIGHT US LLP TOTAL			██████	3,373,970.00

³⁸ The average hourly rate of Norton Rose Fulbright US LLP timekeepers reflect rate changes during the period worked for each individual.

NAME		AVERAGE HOURLY RATE (US\$)	HOURS	TOTAL (US\$)
Exxon Mobil Corporation				
<i>Principle Lawyers / Tenure on Matter</i>				
Sikora, T.	2015-present	██████	██████	469,493.40
EXXON MOBIL CORPORATION TOTAL			██████	469,493.40

TOTAL ATTORNEY AND NON-ATTORNEY HOURS

	ATTORNEY HOURS	NON- ATTORNEY HOURS	TOTAL HOURS
Norton Rose Fulbright US LLP	██████	██████	██████
Debevoise & Plimpton LLP			██████
Exxon Mobil Corporation	██████	N/A	██████
TOTAL	██████	██████	██████

TOTAL ATTORNEY AND NON-ATTORNEY FEES

	ATTORNEY FEES (US\$)	NON- ATTORNEY FEES (US\$)	TOTAL (US\$)
Norton Rose Fulbright US LLP	3,304,048.00	69,922.00	3,373,970.00
Debevoise & Plimpton LLP			262,261.72
Exxon Mobil Corporation	469,493.40	N/A	469,493.40
TOTAL	3,773,541.40	69,922.00	4,105,725.12