

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

BRYAN CAVE LEIGHTON PAISNER LLP,)
1155 F Street, NW, Suite 500)
Washington, DC 20004)

Petitioner,)

v.)

THE GABONESE REPUBLIC,)

Respondent.)

Case No. 1:19-cv-1577

PETITION TO CONFIRM ARBITRATION AWARD

NATURE OF THE CASE

1. Petitioner Bryan Cave Leighton Paisner LLP (“Petitioner” or “BCLP”) seeks entry of a judgment order confirming an arbitration award pursuant to Section 9 of the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* On April 3, 2019, the Attorney Client Arbitration Board of the District of Columbia Bar (the “ACAB”) issued an arbitration award (the “Decision & Award”) in which it awarded Petitioner \$1,250,017.94 against Respondent The Gabonese Republic (“TGR”). A copy of the Decision & Award is attached as Exhibit 1 and is incorporated by reference in this Petition. As demonstrated herein, there is no just reason for denying confirmation, recognition and enforcement of the Decision & Award.

PARTIES

2. Petitioner BCLP is a partnership organized and existing under the laws of the State of Missouri with an office at 1155 F Street, NW, Suite 500, Washington, DC 20004. BCLP is a global law firm. Prior to April 1, 2018, BCLP was known as Bryan Cave LLP.

3. Respondent TGR is a foreign state.

JURISDICTION AND VENUE

4. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1330 and pursuant to Section 9 of the Federal Arbitration Act, 9 U.S.C. § 9, because it is an action against a foreign state to confirm an arbitral award. The Rules of the ACAB, to which Respondent contractually agreed to adhere, provide, in Rule 23 thereof, for enforcement of its awards in “any ...court having jurisdiction.”

5. This Court will have personal jurisdiction over TGR pursuant to 28 U.S.C. § 1330(b) once BCLP completes service on TGR pursuant to the methods permitted in 28 U.S.C. § 1608(a) for service of process upon a foreign state.

6. Venue is proper in this District under 28 U.S.C. § 1391 (f) (1) because a substantial part of the events giving rise to the claim occurred in this District and under § 1391(f) (4) because TGR is a foreign state.

THE ENGAGEMENT AND FEE AGREEMENT

7. TGR entered into a contract (the “Engagement Letter”) with BCLP on January 29, 2016, in which it engaged the law firm to perform services and agreed to pay a fixed fee of \$1,380,000, plus expenses. A copy of the Engagement Letter is attached hereto as Exhibit 2. (The signed Engagement Letter was written in French, the official language of TGR; an English translation thereof is part of the Exhibit.)

8. The Engagement Letter included an agreement that “any dispute ... concerning fees and other charges” would be “settled by arbitration” to be heard by the ACAB. Exhibit 2 at p. 4.

9. The Engagement Letter also stated that TGR “expressly hereby waives any

sovereign immunity, before any arbitration courts or tribunals, ... for itself and all its assets, which might frustrate the conduct of any arbitral proceedings or the execution of an award rendered by an arbitration tribunal constituted in accordance with this [Engagement Letter].” Ex. 2 at p. 5.

10. As of March 13, 2018, the sum of \$1,261,153.49 in fees and expenses was unpaid and owed by TGR to BCLP for services rendered under the Engagement Letter. Despite demand for payment, this sum remained unpaid.

THE ARBITRATION

11. On July 31, 2018, BCLP submitted a Request for Arbitration to the ACAB and requested an award in the amount of the unpaid fees and expenses then owed.

12. Thereafter, the ACAB accepted the Request for Arbitration and, on January 30, 2019, notified the parties that it had appointed a panel of three arbitrators to hear and decide the dispute. The Request was docketed by ACAB as its case #2018-19/003. The panel selected the date of April 3, 2019 for a hearing on the claim.

13 Under the Rules of the ACAB, each party, BCLP and TGR, was afforded the right to submit documents, written argument, and witness lists prior to a hearing, as well as to present the documents and witnesses at the hearing. In the case of TGR, an extension of time for those submissions was granted by the panel at the request of TGR’s counsel, and its submission of argument was filed before the hearing.

14. The panel of three arbitrators appointed by the ACAB conducted a hearing on April 3, 2019, at which time BCLP presented its case through documents and witnesses. TGR appeared at the hearing through two lawyers who requested permission to participate from France and from Gabon by telephone and who cross-examined the BCLP witnesses and argued TGR’s defenses.

THE DECISION AND AWARD

15. The panel of the ACAB made its decision on April 3, 2018, in a written statement provided to the parties on April 16, 2019. The statement, entitled Decision & Award, determined that the proper amount of the fees and expenses due to Petitioner is \$1,250,017.94, which was less than the amount originally claimed by BCLP. Exhibit 1.

16. The Decision and Award stated that compliance was to be “completed by May 3, 2019.” TGR ignored the terms and has not paid any amount of the fees and expenses owed to BCLP under the Decision and Award.

CLAIM FOR RELIEF

17. The Decision and Award is enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and Petitioner BCLP is entitled to a judgment of this court in the amount designated therein.

18. Because the amount owed to BCLP is a liquidated sum and debt following the April 3, 2019, Decision and Award, TGR is liable for interest on the principal sum of \$1,250,017.94 from that date until paid, pursuant to D.C. Code § 15-109. The rate of interest, under D.C. Code § 28-3302(a), is 6%.

19. This Petition is filed within one year of the date of the Decision and Award and is, therefore, timely under 9 U.S.C. § 9.

PRAYER FOR RELIEF

WHEREFORE, Petitioner Bryan Cave Leighton Paisner LLP respectfully requests that this Court enter an order of judgment against The Gabonese Republic confirming the Decision and Award of the ACAB made on April 3, 2019, and for the amount specified therein,

\$1,250,017.94, plus interest at the rate of 6% from and after April 3, 2019, until paid, together with the costs of this action, and awarding such other and further relief as this Court may deem just and proper.

Dated: May 29, 2019

Respectfully submitted,

By: /s/ Rodney F. Page
Rodney F. Page (D.C. Bar No. 37994)
rfpage@bclplaw.com
BRYAN CAVE LEIGHTON PAISNER LLP
1155 F Street NW, Suite 500
Washington, DC 20004
Phone (202) 508-6000 Fax (202) 508-6200
Counsel for Petitioner

EXHIBIT 1



DECISION & AWARD

Bryan Cave Leighton Paisner, LLP/Gabonese Republic

ACAB #2018-19/003

Pursuant to notice to all parties, the undersigned Arbitrator(s) assigned to the above cited fee dispute by the District of Columbia Bar Attorney/Client Arbitration Board met on the 3rd day of April 2019, at 901 4th Street, N.W., Washington, D.C. to take evidence and hear arguments in this matter.

Rodney F. Page, Esq., for Petitioner appeared personally and Olivier Cren, Esq., and François Fauvet, Esq., for Respondent, appeared via teleconference before the undersigned Arbitrator(s).

The Request for Arbitration, between Bryan Cave Leighton Paisner, LLP as Petitioner and The Gabonese Republic, as Respondent, sought the following relief:

\$ 1,261,153.49

After consideration of the evidence and testimony presented, the undersigned Arbitrator(s) reached, and hereby affirm(s) the following decision and award:

\$ 1,250,017.94

Terms of award to be completed by (date): 3 May 2019

Joseph Gomes, Esq., Chairperson

Bonnie Nathan, Esq., Panelist

Mr. Bernard Woolfley, Panelist

Date: 3 April 2019

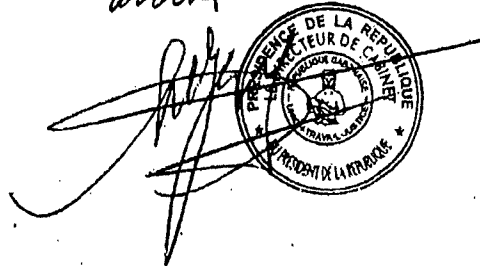
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~~BRYAN CAVE~~

BRYAN CAVE LLP

bryanecave.com

*Vu et Bon pour
accord*



29 octobre 2015

CONFIDENTIEL

M. Maixent Accrombessi Nkani
Directeur de Cabinet, Présidence de la République Gabonaise
République Gabonaise
Libreville
Gabon

Concerne : Engagement de Bryan Cave LLP

Monsieur le Directeur,

Nous sommes ravis que vous ayez choisi de faire appel à Bryan Cave LLP afin de représenter la République Gabonaise dans sa volonté d'encourager le resserrement des relations diplomatiques avec les États-Unis d'Amérique. Conformément à notre procédure habituelle, la présente lettre et les Conditions du Contrat et des Pratiques de Facturation joint (les « Conditions ») énoncent les conditions de notre engagement. Ces Conditions sont importantes et vous sont transmises afin que vous puissiez comprendre à l'avance de quelle manière plusieurs points seront traités.

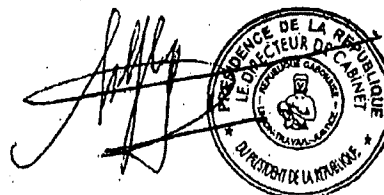
Notre engagement est conditionné par la réception d'une copie de la présente lettre signée par vous confirmant que vous avez compris et accepté les conditions de notre engagement.

Le total de nos honoraires se montent à un million trois cent quatre-vingt mille dollars américains (1.380.000 dollars US) et sont payables d'avance. Nous facturons séparément les dépenses et autres frais engagés dans le cadre de notre prestation de services qui sont tous décrits dans les Conditions.

Notre engagement débutera à la date du versement de l'intégralité de nos honoraires sur notre compte bancaire tel que figurant sur notre note d'honoraires et prendra fin le 31 décembre 2016.

Nous serons vos interlocuteurs principaux dans le cadre de cet engagement. Sachez que certains de nos spécialistes en Affaires Gouvernementales et Politiques Publiques ne sont pas des avocats et ne

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peuvent pas vous fournir de conseils ou d'avis juridiques. Ils sont désignés par les titres de « Senior Policy Advisor », « Policy Advisor » ou tout autre titre incluant le terme « Government Affairs ».

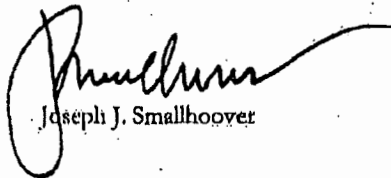
Notre relation est basée sur la confiance mutuelle. Nous vous encourageons à vous renseigner sur tout élément relatif à notre engagement, notamment nos honoraires et nos frais.

Nous vous remercions de la confiance que vous nous témoignez et nous sommes impatients de travailler avec vous. Si cette lettre et les Conditions définissent en tout point notre accord mutuel, nous vous remercions de signer et de dater la copie ci-jointe de la présente lettre avant de nous la renvoyer avec les Conditions.

Nous vous prions d'agréer, Monsieur le Directeur, l'expression de notre très haute considération.



David C. Russell



Joseph J. Small Hoover

CE CONTRAT CONTIENT UNE CLAUSE D'ARBITRAGE OBLIGATOIRE QUE LES PARTIES POURRONT FAIRE VALOIR.

LES PRÉSENTES, CE QUI INCLUT LES CONDITIONS D'ENGAGEMENT ET DES PRATIQUES DE FACTURATION, SONT APPROUVÉES

Date : 29 JAN 2016

PRESIDENCE DE LA REPUBLIQUE GABONAISE



Par : M. Maixent Accrombessi Nkani
Directeur de Cabinet, Son représentant autorisé

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**LES CONDITIONS DU CONTRAT
ET DES PRATIQUES DE FACTURATION**

Honoraires. Pour servir notre clientèle, nous essayons de faire appel aux avocats, assistants juridiques et prestataires externes offrant les plus faibles taux de facturation horaire compatibles avec les connaissances juridiques et le niveau d'expérience requis pour atteindre l'objectif du client. La sélection de ces avocats, assistants juridiques et professionnels libéraux qui assureront les services sera faite par l'avocat ayant la responsabilité générale de surveillance pour chaque mission, en tenant compte de la nature de la mission, du bureau dans lequel la plupart de ces services sont susceptibles d'être rendus, du degré d'expérience juridique et les connaissances nécessaires pour atteindre l'objectif du client, de la disponibilité des avocats, assistants juridiques et professionnels libéraux pour travailler sur la mission, et de leur taux de facturation horaire.

Représentation dans d'autres domaines. Nous sommes un grand cabinet d'avocats et nous représentons de nombreux autres Etats, entreprises et personnes physiques. Pour éviter tout malentendu dans le cadre de notre mission actuelle (et de toute mission future) à votre égard, nous confirmons qu'il ne nous a pas été demandé d'agir à titre d'avocat pour une autre entité ou émanation de la République gabonaise. Si nous devons engager une telle relation avec un membre de ce groupe, celle-ci ferait l'objet d'un contrat distinct.

Il est possible que certains de nos clients actuels ou futurs aient des différends avec la République gabonaise pendant la période de notre représentation à votre égard. Par conséquent, comme condition à notre engagement dans cette mission, vous avez accepté que notre cabinet puisse continuer à représenter ou puisse établir des engagements futurs pour représenter des clients existants ou nouveaux dans une affaire ou sur une position, autre qu'une affaire dans laquelle nous vous représentons conformément à cette position, qui vous serait défavorable ou dans lesquelles vos intérêts pourraient être affectés. Nous convenons, toutefois, que votre consentement éventuel à la représentation contradictoire contenue dans la phrase précédente n'est pas applicable dans tous les cas où, comme résultat de notre représentation à votre égard, nous aurions obtenu des informations sensibles, exclusives ou autrement confidentielles de nature non publiques, qui, si elles venaient à la connaissance de ces autres clients qui sont les nôtres, pourraient être utilisées dans ces autres affaires par ces clients au détriment de la République gabonaise.

Résiliation de la mission. Vous pouvez résilier notre mission, avec ou sans motif, à tout moment, au moyen d'un préavis écrit que vous nous adresseriez. La résiliation de nos services ne pourra pas limiter votre obligation de payer les services rendus et pour toutes les dépenses et autres frais encourus jusqu'à la date à laquelle nous recevrons une notification de résiliation, et pour tous les travaux supplémentaires dont nous pourrions avoir besoin, afin de faciliter une transition ordonnée des dossiers en cours au moment de la résiliation.

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Nous pouvons résilier notre engagement pour l'une des raisons permises en vertu des Règles de déontologie du District de Columbia (D.C.), notamment votre incapacité à payer à temps nos factures, de fausses déclarations relatives à (ou l'omission de divulguer) des faits importants, des mesures prises en opposition à nos conseils, ou toute autre conduite ou situation portant atteinte, à notre avis, à une relation avocat-client efficace entre nous ou qui susciterait des conflits avec nos responsabilités professionnelles. Dans le cas où la République Gabonaise met fin à cet accord à tout moment et pour quelque raison que ce soit, nous serons en droit de conserver le montant total des honoraires payés à notre cabinet et de demander le remboursement de tout débours encourus par nous. Dans le cas où Bryan Cave LLP met fin à cet accord pour quelque raison que ce soit, nous pourrions conserver 25% du montant des honoraires qui nous aura été payé, indépendamment du temps écoulé au moment de la résiliation; de plus, les 75% restant feront l'objet d'un remboursement – en compensation de tout débours encourus – sur une base pro rata temporis. Cette lettre constitue un avertissement raisonnable concernant notre détermination à nous retirer de votre représentation dans cette affaire, si vous manquez à remplir une obligation substantielle à notre égard concernant nos services. Les autres motifs de résiliation de notre représentation sont énoncés à l'article 1.16 du Code de déontologie du District de Columbia (DC), dont nous pouvons vous fournir une copie à votre demande. Nous pouvons demander une stipulation signée par vos soins, permettant notre retrait, en tant qu'avocat vous représentant dans une procédure judiciaire, d'arbitrage ou des procédures similaires, et dans ce cas, vous consentez à l'avance à notre retrait.

Notre représentation de vos intérêts devra également prendre fin lorsqu'une affaire pour laquelle notre cabinet a été engagé aura été menée à son terme, indépendamment de la présentation ou du règlement de notre facture d'honoraires par vos soins. Jusqu'à la résiliation de notre relation, ni vous-même, ni notre Cabinet n'avons l'obligation d'accepter de nouvelles missions ou de poursuivre la représentation dans tout autre dossier, sauf à ce qu'un accord soit mutuellement conclu par écrit.

Représentation future. Dans le cas où notre mission exigerait que nous préparions un contrat prévoyant des droits et des obligations continus de votre part, la possibilité existe qu'un différend concernant l'interprétation ou l'application de ce contrat survienne après la résiliation de notre mission. En l'absence de notre accord écrit exprès, vous ne pouvez pas supposer que notre Cabinet continuera d'être libre de vous représenter dans un litige futur concernant ce contrat.

Conservation des dossiers et Confidentialité. Généralement, nous gardons les dossiers de chaque client pendant une durée de dix ans suivant la clôture du dossier. Après dix ans, nous détruisons ces dossiers, sauf si le client nous demande de ne pas le faire. Si vous souhaitez que nous conservions vos fichiers pendant une durée plus longue, veuillez bien vouloir nous en aviser. Nous conserverons (par-devers nous ?) toutes informations et communications confidentielles.

Arbitrage de différends. En cas de litige concernant nos honoraires et autres frais, le différend sera réglé par voie d'arbitrage. L'arbitrage doit être entendu par le Conseil d'arbitrage entre avocats et clients du District de Columbia (*D.C. Attorney Client Arbitration Board* ou « ACAB »), conformément aux règles établies par l'ACAB pour la conduite de ces arbitrages. Les règles de l'ACAB sont

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disponibles auprès du personnel de l'ACAB. L'ACAB fournit des conseils aux clients en ce qui concerne les règles de l'ACAB et les effets juridiques d'un consentement à l'arbitrage. Nous vous encourageons à communiquer avec l'ACAB pour toutes les questions que vous pourriez vous poser concernant cette clause d'arbitrage ou les règles de l'ACAB, avant votre exécution de cette déclaration. Le numéro de téléphone de l'ACAB est le (202) 437-4700, poste 238.

Renonciation de l'immunité de juridiction et d'exécution. Vous renoncez expressément par la présente à vous prévaloir devant toutes juridictions ou tribunaux arbitraux, quel que soit le lieu où le territoire en question, pour vous-même et pour tous vos biens de toute immunité souveraine de nature à faire échec à la conduite de toute procédure arbitrale ou à l'exécution d'une sentence rendue par un tribunal arbitral constitué conformément aux présentes Conditions.

Frais. Nous remettons normalement chaque mois à nos clients des états de mission, comprenant habituellement certains frais autres que les frais pour les services juridiques. Ces frais peuvent inclure des frais de tiers (tels que les frais de dépôt, les sténographes judiciaires et les déplacements) et les frais internes. Tout voyage nécessaire sera effectué en classe affaire. Les clients peuvent être invités à payer directement les factures de tiers les plus importantes. Les autres frais de tiers seront ajoutés à nos factures sans majoration. Le Cabinet a choisi de facturer certaines activités de soutien sur la base de l'utilisation individuelle de chaque client, au lieu de les inclure dans ses taux horaires d'honoraires.

Droit applicable. Même si notre Cabinet dispose de bureaux et gère des affaires dans de nombreux endroits, notre mission sera régie par le droit du District de Columbia, y compris les règles de déontologie du D.C.

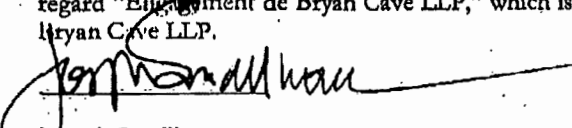
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Certification

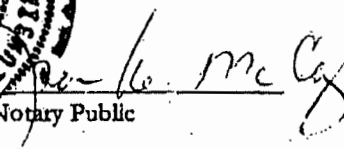
The undersigned, Joseph Smallhoover, hereby certifies that the attached letter agreement regarding "Engagement of Bryan Cave LLP" is a true and accurate translation of the attached letter agreement regard "Engagement de Bryan Cave LLP," which is a contract between the Gabonese Republic and Bryan Cave LLP.


Joseph Smallhoover



District of Columbia

The foregoing instrument was subscribed and sworn before me this 6th day of June 2016.


Notary Public

JOAN M. MCCOY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 14, 2018

My Commission Expires:

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M. Maixent Accrombessi Nkani
Gabonese Republic
29 October 2015

[Reviewed and agreed]

[Seal of the Presidency of the Gabonese Republic]

[Signature]

October 29, 2015

CONFIDENTIAL

Mr. Maixent Accrombessi Nkani
Chief of Staff, Presidency of the Gabonese Republic
Gabonese Republic
Libreville
Gabon

Re: Engagement of Bryan Cave LLP

Dear Mr. Chief of Staff:

We are pleased that you have chosen to engage Bryan Cave LLP to represent the Gabonese Republic in connection with its efforts to promote closer diplomatic relations with the United States of America. Consistent with our normal practice, this letter and the attached Statement of Engagement Terms and Billing Practices (the "Statement") set forth the terms of our engagement. The Statement is important and provided to you so that you understand in advance how various issues will be handled.

Our engagement is conditioned upon receipt of the signed copy of this letter from you confirming your understanding and approval of these terms of our engagement.

Our total fee will be an up-front payment of one million three hundred eighty thousand U.S. dollars (US \$1,380,000.00) payable in advance. We separately charge for expenses and other charges incurred in connection with rendering our services, all as described in the Statement.

The term of our engagement shall commence on the date our fee is paid in full to our bank account as indicated on the fee statement, and shall end on December 31, 2016.

We will be your primary contacts for this engagement. You should know that certain of our Government Affairs and Public Policy professionals are not attorneys and may not provide legal

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M. Maixent Accrombessi Nkani
Gabonese Republic
29 October 2015

advice or give legal opinions. They are designated with the titles "Senior Policy Advisor", "Policy Advisor" or other titles that included the term "Government Affairs."

Our relationship is one of mutual trust. We encourage you to inquire about any matter relating to our engagement, including fees and expenses.

We appreciate the confidence you have placed in us and we look forward to working with you. If this letter and the Statement correctly set forth our mutual understanding, please sign and date the enclosed copy of this letter and return it to us with the attached Statement.

Please accept, Mr. Chief of Staff, the expression of our highest consideration,

[Signature]

David C. Russell

[Signature]

Joseph Smallhoover

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH
MAY BE ENFORCED BY THE PARTIES.**

**THESE TERMS INCLUDING THE ATTACHED STATEMENT OF ENGAGEMENT
TERMS AND BILLING PRACTICES ARE APPROVED.**

Dated: January 29, 2016

PRESIDENCY OF THE GABONESE REPUBLIC

[Seal of the Presidency of the Gabonese Republic]

[Signature]

By: Mr. Maixent Accrombessi Nkani
Chief of Staff
Its Authorized Representative

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Mr. Maixent Accrombessi Nkana
Gabonese Republic
October 29, 2015

**STATEMENT OF ENGAGEMENT TERMS
AND BILLING PRACTICES**

Fees. In serving the client we attempt to utilize those lawyers, legal assistants and fee professionals having the lowest hourly billing rates commensurate with the legal knowledge and level of experience required in order to achieve the client's objective. The selection of those lawyers, legal assistants and fee professionals who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the office in which most of those services are likely to be rendered, the degree of legal experience and knowledge required in order to achieve the client's objective, the availability of lawyers, legal assistants and fee professionals to work on the engagement, and their hourly billing rates.

Representation in Other Matters. We are a large law firm and we represent many other countries, companies and individuals. To avoid any misunderstanding in connection with our current (and any future) engagement for you, we confirm that we have not been asked to act as counsel for any other entity or emanation of the Gabonese Republic. Any such relationship, if undertaken by us with any group member, must be separately entered into.

It is possible that some of our present or future clients will have disputes with the Gabonese Republic during the time that we are representing you. Therefore, as a condition to our undertaking this engagement, you have agreed that our Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter on a position, other than a matter in which we represent you with respect to that position, that is adverse to you or in which your interests may be adversely affected. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where as the result of our representation of you we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the disadvantage of the Gabonese Republic.

Termination of Engagement. You may terminate our engagement with or without cause at any time on written notice to us. Termination of our services will not affect your responsibility to pay for services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the D.C. Rules of Professional Conduct, including your failure to promptly pay our bills, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or

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Mr. Maixent Accrombessi Nkana
Gabonese Republic
October 29, 2015

situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities.

If this agreement is terminated by the Gabonese Republic at whatever time and for whatever reason, we will be entitled to keep the entire fee paid to us and to seek reimbursement for any out of pocket expenses that we have incurred. If this agreement is terminated by Bryan Cave LLP for whatever reason, we may keep 25% of the fee paid to us, regardless of the time termination occurs; furthermore, the remaining 75% will be subject to reimbursement – following set off of any unreimbursed out of pocket expenses – on a pro rata temporis basis. This letter constitutes reasonable warning that we will withdraw from representing you in this matter if you fail substantially to fulfill an obligation to us regarding our services. Other grounds for terminating our representation are set forth in Rule 1.16 of the D.C. Rules of Professional Conduct, a copy of which we will provide you on request. We may request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings, in which event you agree in advance to our withdrawal.)

Our representation of the Gabonese Republic will also terminate when a matter for which our Firm was hired has been completed, whether or not our bill to you for services has been rendered or paid. Upon termination of our relationship, neither you nor the Firm has a duty to accept new engagements or to continue representation in any matters unless mutually agreed in writing.

Future Representation. In the event our engagement necessitates that we prepare an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that the Firm will continue to be free to represent you in a future dispute concerning such agreement.

Retention of Files and Confidentiality. Generally, we keep each client's files for ten years after we close the file. After ten years, we destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us. We will keep all communications and information confidential.

Arbitration of Dispute. Should any dispute arise concerning our fees and other charges, the dispute will be settled by arbitration. The arbitration shall be heard by the D.C. Attorney Client Arbitration Board ("ACAB"), in accordance with the rules established by the ACAB for the conduct of such arbitrations. The ACAB's rules are available from the ACAB staff. The ACAB provides counseling to clients regarding ACAB's rules and the legal effects of agreeing to arbitration. We encourage you to contact the ACAB with any questions you may have regarding this arbitration provision or the

Received by NSD/FARA Registration Unit 06/06/2016 4:43:06 PM

Mr. Maixent Accrombessi Nkana
Gabonese Republic
October 29, 2015

rules of the ACAB prior to your execution of this letter. The phone number for the ACAB is (202) 437-4700, extension 238.

Waiver of Immunity from jurisdiction and execution. The Gabonese Republic expressly hereby waives any sovereign immunity, before any arbitration courts or tribunals, regardless of the territory in question, for itself and all its assets, which might frustrate the conduct of any arbitral proceedings or the execution of an award rendered by an arbitration tribunal constituted in accordance with this Statement.

Charges. Our statements to our clients are normally rendered on a monthly basis, and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filing fees, court reporters and travel) and internal expenses. All necessary travel will be at applicable business class rates. Clients may be asked to pay larger third-party invoices directly. Other third-party expenses will be added to our bills with no markup. The Firm has elected to charge for certain support activities on the basis of each client's individual use instead of covering them in its hourly rates for fee earners.

Applicable Law. Even though our Firm has offices and transacts business in numerous locations, our engagement will be governed by District of Columbia law, including the D.C. Rules of Professional Conduct.

CIVIL COVER SHEET

JS-44 (Rev. 6/17 DC)

I. (a) PLAINTIFFS Bryan Cave Leighton Paisner LLP 1155 F Street NW, Suite 500 Washington, DC 20004 (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____ (EXCEPT IN U.S. PLAINTIFF CASES)	DEFENDANTS The Gabonese Republic COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____ (IN U.S. PLAINTIFF CASES ONLY) <small>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED</small>
(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER) Rodney F. Page / Bryan Cave Leighton Paisner LLP 1155 F Street NW Suite 500 Washington DC 20004 Phone (202) 508-6000 Fax (202) 508-6200	ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY) <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <input type="radio"/> 1 U.S. Government Plaintiff </div> <div style="width: 48%;"> <input type="radio"/> 3 Federal Question (U.S. Government Not a Party) </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <input type="radio"/> 2 U.S. Government Defendant </div> <div style="width: 48%;"> <input checked="" type="radio"/> 4 Diversity (Indicate Citizenship of Parties in item III) </div> </div>	III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT) FOR DIVERSITY CASES ONLY! <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> <th></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DFT</th> </tr> </thead> <tbody> <tr> <td>Citizen of this State</td> <td style="text-align: center;"><input checked="" type="radio"/> 1</td> <td style="text-align: center;"><input type="radio"/> 1</td> <td>Incorporated or Principal Place of Business in This State</td> <td style="text-align: center;"><input type="radio"/> 4</td> <td style="text-align: center;"><input type="radio"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td style="text-align: center;"><input type="radio"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="radio"/> 5</td> <td style="text-align: center;"><input type="radio"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td style="text-align: center;"><input type="radio"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="radio"/> 6</td> <td style="text-align: center;"><input checked="" type="radio"/> 6</td> </tr> </tbody> </table>		PTF	DFT		PTF	DFT	Citizen of this State	<input checked="" type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4	Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5	Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input checked="" type="radio"/> 6
	PTF	DFT		PTF	DFT																				
Citizen of this State	<input checked="" type="radio"/> 1	<input type="radio"/> 1	Incorporated or Principal Place of Business in This State	<input type="radio"/> 4	<input type="radio"/> 4																				
Citizen of Another State	<input type="radio"/> 2	<input type="radio"/> 2	Incorporated and Principal Place of Business in Another State	<input type="radio"/> 5	<input type="radio"/> 5																				
Citizen or Subject of a Foreign Country	<input type="radio"/> 3	<input type="radio"/> 3	Foreign Nation	<input type="radio"/> 6	<input checked="" type="radio"/> 6																				

IV. CASE ASSIGNMENT AND NATURE OF SUIT

(Place an X in one category, A-N, that best represents your Cause of Action and one in a corresponding Nature of Suit)

<input type="radio"/> A. Antitrust <input type="checkbox"/> 410 Antitrust	<input type="radio"/> B. Personal Injury/Malpractice <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Medical Malpractice <input type="checkbox"/> 365 Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Product Liability	<input type="radio"/> C. Administrative Agency Review <input type="checkbox"/> 151 Medicare Act <u>Social Security</u> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <u>Other Statutes</u> <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 890 Other Statutory Actions (If Administrative Agency is Involved)	<input type="radio"/> D. Temporary Restraining Order/Preliminary Injunction Any nature of suit from any category may be selected for this category of case assignment. *(If Antitrust, then A governs)*
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<input checked="" type="radio"/> E. General Civil (Other)	<input type="radio"/> F. Pro Se General Civil
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<u>Real Property</u> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent, Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property <u>Personal Property</u> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<u>Bankruptcy</u> <input type="checkbox"/> 422 Appeal 27 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <u>Prisoner Petitions</u> <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Conditions <input type="checkbox"/> 560 Civil Detainee – Conditions of Confinement <u>Property Rights</u> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent – Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<u>Federal Tax Suits</u> <input type="checkbox"/> 870 Taxes (US plaintiff or defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609 <u>Forfeiture/Penalty</u> <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <u>Other Statutes</u> <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 430 Banks & Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions <input type="checkbox"/> 470 Racketeer Influenced & Corrupt Organization <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Satellite TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes <input checked="" type="checkbox"/> 890 Other Statutory Actions (if not administrative agency review or Privacy Act)
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<input type="radio"/> G. Habeas Corpus/ 2255 <input checked="" type="checkbox"/> 530 Habeas Corpus – General <input type="checkbox"/> 510 Motion/Vacate Sentence <input type="checkbox"/> 463 Habeas Corpus – Alien Detainee	<input type="radio"/> H. Employment Discrimination <input type="checkbox"/> 442 Civil Rights – Employment (criteria: race, gender/sex, national origin, discrimination, disability, age, religion, retaliation) <i>*(If pro se, select this deck)*</i>	<input type="radio"/> I. FOIA/Privacy Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 890 Other Statutory Actions (if Privacy Act) <i>*(If pro se, select this deck)*</i>	<input type="radio"/> J. Student Loan <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (excluding veterans)
<input type="radio"/> K. Labor/ERISA (non-employment) <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Labor Railway Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="radio"/> L. Other Civil Rights (non-employment) <input type="checkbox"/> 441 Voting (if not Voting Rights Act) <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 445 Americans w/Disabilities – Employment <input type="checkbox"/> 446 Americans w/Disabilities – Other <input type="checkbox"/> 448 Education	<input type="radio"/> M. Contract <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholder's Suits <input type="checkbox"/> 190 Other Contracts <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="radio"/> N. Three-Judge Court <input type="checkbox"/> 441 Civil Rights – Voting (if Voting Rights Act)

V. ORIGIN
☒ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from another district (specify)
 ☐ 6 Multi-district Litigation
 ☐ 7 Appeal to District Judge from Mag. Judge
 ☐ 8 Multi-district Litigation – Direct File

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.)
 Petition to Enforce Arbitration Award against Foreign Nation under Federal Arbitration Act (9 USC §1) and 28 USC § 1330

VII. REQUESTED IN COMPLAINT	CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 <input type="checkbox"/>	DEMAND \$	JURY DEMAND: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
VIII. RELATED CASE(S) IF ANY	(See instruction)	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	If yes, please complete related case form

DATE: May 29, 2019	SIGNATURE OF ATTORNEY OF RECORD _____
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INSTRUCTIONS FOR COMPLETING CIVIL COVER SHEET JS-44
 Authority for Civil Cover Sheet

The JS-44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and services of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. Listed below are tips for completing the civil cover sheet. These tips coincide with the Roman Numerals on the cover sheet.

- I.** COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF/DEFENDANT (b) County of residence: Use 11001 to indicate plaintiff if resident of Washington, DC, 88888 if plaintiff is resident of United States but not Washington, DC, and 99999 if plaintiff is outside the United States.
- III.** CITIZENSHIP OF PRINCIPAL PARTIES: This section is completed only if diversity of citizenship was selected as the Basis of Jurisdiction under Section II.
- IV.** CASE ASSIGNMENT AND NATURE OF SUIT: The assignment of a judge to your case will depend on the category you select that best represents the primary cause of action found in your complaint. You may select only one category. You must also select one corresponding nature of suit found under the category of the case.
- VI.** CAUSE OF ACTION: Cite the U.S. Civil Statute under which you are filing and write a brief statement of the primary cause.
- VIII.** RELATED CASE(S), IF ANY: If you indicated that there is a related case, you must complete a related case form, which may be obtained from the Clerk's Office.

Because of the need for accurate and complete information, you should ensure the accuracy of the information provided prior to signing the form.

CLEAR FORM

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

BRYAN CAVE LEIGHTON PAISNER LLP

Plaintiff

v.

THE GABONESE REPUBLIC

Defendant

Civil Action No. 1:19-cv-1577

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* The Gabonese Republic
c/o Abdu Razzaq Guy Kambogo (Foreign Minister)
Ministre des Affaires étrangères
de l'Indépendance Boulevard, Boulevard Triomphal
Libreville, Gabon

A lawsuit has been filed against you.

Within 60 days after service of this summons on you (not counting the day you received it) you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Rodney F. Page
rfpage@bclplaw.com
BRYAN CAVE LEIGHTON PAISNER LLP
1155 F Street NW, Suite 500
Washington, DC 20004
Phone (202) 508-6000 Fax (202) 508-6200
Counsel for Petitioner

If you fail to respond, judgment by default may be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

ANGELA D. CAESAR, CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

Civil Action No. 1:19-cv-1577

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____.

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other *(specify)*: _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset