

The above is the very first engagement agreement from Vinson and Elkins, signed by George Burn and David Aven on September 5, 2014. In that agreement Burn was pitching Aven to have Vinson and Elkins represent him and the other US Investors in a lawsuit that had been filed against the Government of Costa Rica entitled David Aven et al vs Costa Rica. The agreement was to have Vinson and Elkins acquire litigation funding for the lawsuit that was filed against Costa Rica by King and Spalding. Due to the failure of King and Spalding to acquire litigation funding as promised, Aven had to seek funding elsewhere and was contacted by V&E

Mr. Burn represented in the V&E engagement letter that he had extensive the V&E Attorneys had extensive experience to handle Aven's case, that he had reviewed the relevant evidence, and thought the case could be won and said he was sure to could acquire litigation funding. After Aven received the letter he believed in Burn's representation and signed the V&E agreement giving Burn a 6 week exclusive to find a litigation funder and if not secured then Aven wouldn't owe V&E any money.

Mr. Burn made a number of specific representation in his letter that Mr. Aven relied upon that turned out to be detrimental reliance. They were as follows:

- 1. "V&E has a wide range of experience in fair and equitable treatment and expropriation claims in investor state arbitrations. Our team is highly experienced in litigating on behalf of investors against states and we are well-versed in the types of legal arguments and strategic implications that these types of claims often entail. Our investment treaty arbitration team also has extensive experience in dealing with allegations of government corruption, including attempts by government officials to procure bribes from investors. Such issues present specific challenges in investor state arbitration, and we will take great care in ensuring that the significance of these issues is recognized by the tribunal in this case, if given the opportunity."***
- 2. As in any treaty arbitration, it will be very important for you to present a credible case to the tribunal, in order to maximize your chances of success. However, your success against Costa Rica will in part depend on your Counsel's ability to transmit that message clearly and credibly to the tribunal.***
- 3. For all of these reasons, it will be crucial to the success of your claim against Costa Rica that your chosen Council has the requisite knowledge of the law, the procedure and the best tactics to win a case such as this. You can win or lose a case by your choice of counsel.***

There was much more representation that Burn made in his V&E pitch letter to Aven about the V&E Attorney's stellar experience. In looking over the Vitae of Mr. George Burn, Ms. Louise Woods, Mr. Robert Landico, and Mr. Peter Danysh, with the exception of Mr. Tyler, it appears they were all inexperienced solicitors, keeping in the engagement letter was written in September of 2013

Mr. Burn's Major in College was Politics and Parliamentary studies and he listed College of Law, Dip Law and Dip Legal Practice 1994. Hardly one of the top Law Schools in the UK.

Ms. Woods was a new attorney and previously was an associate attorney at Dentons from 2009 to 2013 and joined V&E as a new attorney in 2013 or 2014.

Mr. Landicho was admitted to practice law in Texas in 2013 as well and was a new attorney at V&E.

Mr. Danysh was also a new attorney admitted to practice law also in 2013 in Texas.

Mr. Burn was an incompetent attorney who led a team of novice and inexperienced attorneys and in no way should have been involved in this in a multimillion dollar lawsuit against the Government of Costa Rica in International arbitration at the World Bank in Washington, DC. in December of 2016. They would be like letting a person who was in their first year of medical school being allowed to perform serious brain surgery.

This was certainly was not the team whom Mr. Burn described at the end of his letter to Mr. Aven as follows: ***“The international dispute resolution team at VE is very well place to take on a case such as this, with highly relevant experience in international investment arbitration, disputes relating to sovereigns in Latin America, and disputes arising under UNCITRAL arbitration rules. We tender our proposal in the hope that we will be able work with you on this matter.”***

Mr. Burn and his crew of V&E inexperienced solicitors turned out to be the blind leading the blind. Mr. Burn intentionally lied and duped Mr. Aven into thinking there would be experienced attorneys working on this case, as described in his September 2014 letter, who would be able to secure a win for him. Instead the team he assembled were total inexperienced per they vita's including Burn.

However, the Vitae that did impress Mr. Aven was the one of Timothy Tyler. That Vitae showed Mr. Tyler as being a 20-year litigator, Yale University BA in English 1986, cum laude, and Graduate of University of Texas Law School, in 1994 Cum Laude. He's listed as a briefing Attorney to Justice Nathan L Hecht, Supreme Court of Texas, Austin 1994-1995.

Mr. Tyler had very credible credentials listed in that engagement presentation which said in part that his 20 year litigation practice emphasized both their national commercial and investors state arbitration and U.S. in practice, he regularly advises on the drafts international arbitration clauses and contracts as well as structuring transactions to gain investment treaty protection. He has been involved in ad hoc arbitrations under the UNCITRAL rules, as well as institutional arbitrations under the rules of ICC, ICDR, ICSID, AAA, Singapore international arbitration center, Cairo regional international arbitration center. He had the most experience including Mr. Burn and should have been leading that team rather than the incompetent Mr. Burn.

However, after Mr. Burn was successful in getting litigation funding and Mr. Aven entered into another engagement agreement in January of 2015, Mr. Tyler was not included on Mr. Aven's arbitration team. . Aven inquired of Mr. Burn where Mr. Tyler was and was told he had other commitments, but V&E would put an equally skilled litigator on the team. That never happened. This was the first major deception, breach of duty of care to the client and solicitor negligence of the worst kind in excluding from the team the most experienced litigator and

keeping the most inexperienced and novice attorneys that had no experience in International law whatsoever.

Please read Burns September 5, 2014 letter to Mr. Aven as he details all the experience and expertise they would bring to the table. It was all lies, deception, and gross negligence. It was much like the Bruckhaus Freshfields legal opinion instructing the V&E attorneys what they needed to do to win, but Burn and his incompetent crew had no experience to carry out those instructions. The prophecy of Mr. Burn in his letter came true by his own words in his pitch to hire Mr. Aven and telling him what he would do to win their case.

Is it any wonder why this incompetent and inexperienced team, didn't produce the audio of the bribery recording, that the NOI and NOA stated Mr. Aven had? Is it any wonder that although the law states clearly that Solicitor's must follow their clients instructions or withdraw from the case why the V&E Solicitor did neither? Is it any wonder that the V&E incompetent and inexperienced attorneys didn't understand by not producing the bribery audio it would ruin Mr. Aven credibility and he would appear like he was lying about having it? Is it any wonder that the V&E incompetent and inexperienced attorneys didn't understand that liars don't win in court? Is it any wonder why this incompetent and inexperienced Solicitor crew didn't use any of the relevant evidence at the 6 day hearing where they were allotted 35 hours to prove up their case?

Suddenly the inexplicable becomes understandable about why this case was lost. Mr. Aven was lied and duped into believing that Mr. Burn would do what he said would do in his letter to Mr. Aven that Mr. Burn signed. However, after getting the funding and \$3,000,000 dollars to bill against, Mr. Burn failed to do any of the things he promised Mr. Aven would do and that failure caused the case to be lost. Mr. Burn's success in this case was getting \$3,000,000 USD to bill against as he ran up outrageous fees in the case.

There is a saying that goes, ***"By your words you will be justified in By your words you will be condemned"***. Mr. Burn, by his own words, condemned himself as a liar and a cheat. Here are his words once again in the closing of his letter to Mr. Aven:

"For all of these reasons, it will be crucial to the success of your claim against Costa Rica that your chosen Council has the requisite knowledge of the law, the procedure and the best tactics to win a case such as this. You can win or lose a case by your choice of counsel"