

July 3, 2019

Hon. Analisa Torres
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street, Courtroom 15D
New York, NY 10007

Re: *Pharo Gaia Fund Ltd. and Pharo Macro Fund Ltd. v. Bolivarian Republic of Venezuela*, No. 19-cv-3123 (AT) [rel. 18-cv-11940]

Dear Judge Torres:

I represent plaintiffs Pharo Gaia Fund Ltd. and Pharo Macro Fund Ltd. (“Plaintiffs”) in the above-captioned matter. I submit this letter in response to the Court’s request for briefing about whether the Court should adopt Plaintiffs’ or Venezuela’s proposed case management plan. Under Plaintiffs’ proposal, Plaintiffs would immediately file for summary judgment and Venezuela would file a cross-motion to stay or dismiss along with its opposition. Under Venezuela’s proposal, Plaintiffs’ motion for summary judgment would be deferred until Venezuela files, and the Court resolves, its motion to stay or dismiss. In effect, Venezuela asks that Plaintiffs sit idly while Venezuela pays others creditors, while other debt enforcement lawsuits are allowed to proceed, and while the Guaidó government (should it ever obtain power) considers the possibility of a voluntary debt restructuring. The Court should permit Plaintiffs to move for summary judgment without delay.¹

1. The federal rules entitle Plaintiffs to promptly file for summary judgment.

Federal Rule of Civil Procedure 56(b) entitles a plaintiff to move for summary judgment “any time” starting from the commencement of the action “until 30 days after the close of all discovery.” Fed. R. Civ. P. 56(b); *see also id.* advisory committee’s note to 2009 amendment. The rules provide plaintiffs that flexibility because early adjudication of summary judgment, in appropriate cases, helps secure “more expeditious litigation.” Fed. R. Civ. P. 56 advisory committee’s note to 1946 amendment.

This is such a case. The issues in this case are straightforward, and Plaintiffs have all of the documents necessary to prove the material facts supporting their claims. Plaintiffs’ proposal thus will allow the parties to efficiently brief—and the Court to efficiently resolve—all issues without further delay. Venezuela’s proposed deferral of Plaintiffs’ motion, by contrast, finds no footing in the federal rules and would be manifestly inefficient. The Court would have to first address, in the abstract, Venezuela’s affirmative defenses after one set of

¹ Per the Court’s instructions, attached to this letter as Exhibit 1 is a report on the cases currently pending against Venezuela and the state-owned oil company, PDVSA. Attached to this letter as Exhibit 2 is Plaintiffs’ revised case management plan.

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briefing, and then, at some point in the future, address Plaintiffs' claims, and perhaps further defenses, after another set of briefing. That bifurcation of Venezuela's defense of this action would serve only to waste judicial resources and delay judgment.

2. Precedent supports prompt resolution by summary judgment.

Plaintiffs' proposal also is consistent with the tried-and-true case management framework adopted by Judge Griesa in the dozens of bondholder cases against Argentina. In the earliest of those cases, when Argentina was "experiencing the worst economic crisis in its history," the bondholder plaintiffs moved for summary judgment within four months of filing their complaints and without conducting discovery. *E.g.*, *Lightwater Corp. v. Republic of Argentina*, No. 02-cv-3804, 2003 WL 1878420, at *2 (S.D.N.Y. Apr. 14, 2003).²

In opposing summary judgment, Argentina made similar arguments to those Venezuela now advances—that it needed discovery and that summary judgment should be deferred "in order to allow the Republic to arrive at a restructuring of its overall debt." *Lightwater*, 2003 WL 1878420, at *5. Judge Griesa rejected Argentina's arguments and granted the bondholders summary judgment within a year of the filing of their complaints. *E.g.*, *Lightwater*, No. 02-cv-3804 (S.D.N.Y.), ECF Nos. 1, 14. He was repeatedly affirmed on appeal. *E.g.*, *Mazzini v. Republic of Argentina*, 282 F. App'x 907, 909 (2d Cir. 2008).

Like Argentina, Venezuela has offered no persuasive reason to defer judgment. It has suggested that Plaintiffs should await a voluntary debt restructuring that may, or may never, come to pass. An identical argument was rejected by the Second Circuit in *Pravin Banker Assocs., Ltd. v. Banco Popular Del Peru*, 109 F.3d 850, 855 (2d Cir. 1997). There, the Second Circuit affirmed the district court's refusal to defer a bondholder's motion for summary judgment pending "the completion of a [voluntary debt restructuring] which had no obvious (and reasonably proximate) termination date." *Id.* at 855. Staying the litigation indefinitely in such circumstances would have "denied [the bondholder] its right to enforce the underlying debt" and also would have "converted . . . voluntary and open-ended negotiations between [the sovereign] and its creditors into the equivalent of a judicially-enforced bankruptcy proceeding." *Id.* The same reasoning applies here with even greater force in light of the fact that the Guaidó government lacks any power to conduct the debt restructuring that serves as the basis for its requested delay, and indeed, may never obtain that power.

² See also *Applestein v. Republic of Argentina, et al.*, No. 02-cv-01773 (S.D.N.Y.); *Macrotecnic Corp. v. Republic of Argentina*, No. 02-cv-05932 (S.D.N.Y.); *Old Castle Holdings v. Republic of Argentina*, No. 02-cv-03808 (S.D.N.Y.); *EM Ltd. v. Republic of Argentina*, No. 03-cv-02507 (S.D.N.Y.).

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3. Discovery is neither necessary nor useful in this case.

Plaintiffs do not need discovery to establish their entitlement to judgment. Venezuela indisputably is in default and has waived sovereign immunity. *See* Compl. Ex. A (2001 Fiscal Agency Agreement) § 14(d). As Venezuela has acknowledged, the only remaining factual issues are whether Plaintiffs actually own beneficial interests in the bonds and have authorization to sue. To prove ownership, Plaintiffs will provide account statements and a declaration establishing current ownership of beneficial interests in the bonds. The same forms of evidence were held to be sufficient at summary judgment in the Argentina litigation. *See Mazzini v. Republic of Argentina*, No. 03-cv-8120, 2005 WL 743090, at *4 (S.D.N.Y. Mar. 31, 2005), *aff'd*, 282 F. App'x 907 (2d Cir. 2008).

To prove authorization to sue, Plaintiffs will provide authorization letters from Cede & Co., as required by the governing fiscal agency agreement and bond terms. Those documents provide that the bonds beneficially owned by Plaintiffs are represented by “U.S. Global Notes,” which are registered in the name of Cede & Co. as the nominee of the Depository Trust Company. *See* Compl. Ex. A (2001 Fiscal Agency Agreement) § 1(e)(ii), Ex. B (2018s Prospectus) at 20, Ex. D (2019s Prospectus) at 112. The fiscal agency agreement designates Cede & Co.—not beneficial owners—as “the *absolute owner and holder* of such U.S. Global Note (including all Notes represented thereby) *for all purposes whatsoever.*” Compl. Ex. A § 1(e)(ii) (emphases added). Those rights include the right to sue to enforce the bonds. *See* Compl. Ex. B at 8 (“holders of the Notes” will enforce civil liabilities). The fiscal agency agreement further provides that Cede & Co. may assign its rights to beneficial owners through “any written certification, proxy or other authorization” and may engage in “customary practices” regarding “the exercise of [its] rights.” Compl. Ex. A § 1(e)(ii).

Plaintiffs have received written authorization to sue from Cede & Co. Just as in the Argentina cases, that is sufficient evidence of authorization to sue. *See Allan Applestein TTEE FBO D.C.A. v. Province of Buenos Aires*, 415 F.3d 242 (2d Cir. 2005); *see also Diverse Partners, LP v. AgriBank, FCB*, No. 16-cv-9526, 2017 WL 4119649, at *4–6 (S.D.N.Y. Sept. 14, 2017) (finding “no case . . . that has held that a beneficial owner’s authorization to sue from the registered holder is insufficient to establish contractual standing”).

Venezuela’s suggestion that written authorization from Cede & Co. may not sufficiently establish authorization to sue is not a reason to preclude plaintiffs from seeking summary judgment. If Venezuela doubts Plaintiffs’ authorization to sue, it is free to dispute that in its opposition or to assert, under Rule 56(d), a need for further factual development on the issue. But to the extent Venezuela’s suggestion is based on N.Y. General Obligations Law § 13-107, it would lack merit. Section 13-107 provides, in relevant part, that “a transfer of any bond shall vest in the transferee all claims or demands of the transferrer” “[u]nless expressly reserved in writing.” Venezuela appears to interpret that statute to require proof that the sellers of Plaintiffs’ beneficial interests did not withhold the right to sue when they transferred the

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beneficial interests to Plaintiffs. *See* ECF No. 17, at 5. But, as just explained, litigation rights for these bonds do not travel with transfers of beneficial interests; Cede & Co. holds all litigation rights and beneficial owners must obtain written authorization from Cede & Co., to sue, which is exactly what Plaintiffs have done. Because there is no mechanism by which the sellers of Plaintiffs' beneficial interests could have "expressly reserved in writing" the right to sue on Plaintiffs' beneficial interests, Section 13-107 has no relevance here.

Venezuela's affirmative defenses also can be resolved as a matter of law. Venezuela's impossibility defense is refuted by the fact that the Guaidó government made a \$71 million interest payment to other bondholders less than a month ago. *See* Corina Pons & Mayela Armas, *Venezuela's ad-hoc PDVSA Board Begins Payment on Citgo-backed 2020 Bond*, Reuters (May 16, 2019), <https://reut.rs/2LohLsd>. In addition, it is settled New York law that "financial difficulty or economic hardship, even to the extent of insolvency or bankruptcy" does not give rise to an impossibility defense. *407 E. 61st Garage, Inc. v. Savoy Fifth Ave. Corp.*, 244 N.E.2d 37, 41 (N.Y. 1968).

Venezuela's "state of necessity" defense, if it is even cognizable under international law, is inapplicable in this case. As explained by the Articles on Responsibility of States for Internationally Wrongful Acts, the defense excuses only an "international obligation"—that is, an international law obligation. Art. 25.1, <https://bit.ly/1J3uYdk>; *see also* Draft Articles on Responsibility of States for Internationally Wrongful Acts, with Commentaries, Art. 25 ¶ 14 (state of necessity may excuse "customary or conventional" international law obligations), <https://bit.ly/1MIyM9V>. It is no defense to Venezuela's breach of its contractual obligations under New York law.

Venezuela's comity defense, as set forth above, is foreclosed by the Second Circuit's decision in *Pravin Banker Assocs.* 109 F.3d at 855.

Plaintiffs should be allowed to seek summary judgment on these grounds and Venezuela can oppose and assert material issues of fact (if any) in the usual course. Even if Plaintiffs' summary judgment motion does not resolve the case *in toto*, it will, at a minimum, narrow the issues to be resolved.

4. Plaintiffs are prejudiced by a further stay of this case.

Plaintiffs will be seriously prejudiced by Venezuela's proposed stay-motion procedure. *First*, Plaintiffs will be unable to enforce their debts while both Guaidó and Maduro make selective payments to other creditors. The Guaidó government recently made a \$71 million interest payment to other bondholders, and a separate payment of \$913 million is due on those same bonds in October. Pons & Armas, *supra*. Meanwhile, Maduro reportedly is shipping tons of Venezuelan gold to unidentified creditors. Gabriele Steinhauser & Nicholas Bariyo,

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How 7.4 Tons of Venezuela's Gold Landed in Africa—and Vanished, Wall St. J. (June 18, 2019), <https://on.wsj.com/2MXsZWX>.

At the same time, judgment creditors are closing in on Venezuela's known assets. Excluding the two cases before this Court, Plaintiffs have identified 29 active cases that creditors have brought against Venezuela and the state-owned oil company, PDVSA. Ex. 1. Those cases are pending before 18 different judges. *Id.* Many have not been stayed at all, and no court has granted the kind of indefinite stay that Venezuela seeks here. *Id.* In several cases, moreover, creditors already have judgments and are executing on Venezuela's assets. Crystallex, for example, is on the verge of taking control of Citgo, Venezuela's crown-jewel asset. *Id.* at 4. Any delay in this case will not prevent a race to the assets—it will just prevent Plaintiffs from exercising their legal remedies while other judgment creditors freely exercise theirs.

Second, the Guaidó government reportedly is lobbying for an executive order that would prohibit creditors from attaching Venezuela's assets. *See* Ben Bartenstein & Saleha Mohsin, *U.S. Resists Guaido's Request to Shield Venezuela From Creditors*, Bloomberg (May 14, 2019), <https://bloom.bg/2JAv9IS>. Venezuela should not be permitted to delay Plaintiffs' motion for summary judgment while it simultaneously seeks to close the courthouse doors.

5. The stay-motion procedure sought by Venezuela is irreconcilable with the parties' stipulation and its removal to federal court.

Plaintiffs sued in state court nearly six months ago. When the Guaidó government appeared and removed the case to this Court, Plaintiffs gave Venezuela a 60-day extension to respond to the complaint. ECF No. 11. If Venezuela "intend[ed] to make a motion at that time," Venezuela had to start this Court's pre-motion process "on or before May 31, 2019." *Id.* Rather than adhere to the stipulation, Venezuela has proposed an additional 60-day stay so that it can file a motion for a further, indefinite stay. And in that stay motion, Venezuela plans to take the "inconsistent" position that this Court should indefinitely abstain from exercising the jurisdiction that Venezuela "voluntarily invoked" when it removed this case. *Lapides v. Bd. of Regents of Univ. Sys. of Ga.*, 535 U.S. 613, 619–20 (2002). Venezuela's proposal is irreconcilable with its prior litigation conduct and should be rejected on that basis alone.

Respectfully submitted,

/s/ Matthew D. McGill

Matthew D. McGill

cc: Counsel of Record

EXHIBIT 1

Report on Cases Currently Pending against Venezuela and PDVSA						
	Case Caption	Date Filed	Presiding Judge	Nature of Suit	Approximate Amount Sought in Complaint	Current Status
1	<i>Lovati, et al. v. Bolivarian Republic of Venezuela</i> , 19-cv-04793-ALC (S.D.N.Y.)	5/23/2019	Andrew L. Carter, Jr.	Breach of contract on Venezuela bonds due 2023	\$14 million	On June 11, 2019, Judge Carter authorized Plaintiffs to serve Venezuela at an embassy in New York or Washington, DC. Venezuela has not yet appeared.
2	<i>Lovati, et al. v. Bolivarian Republic of Venezuela</i> , 19-cv-04796-ALC (S.D.N.Y.)	5/23/2019	Andrew L. Carter, Jr.	Breach of contract on Venezuela bonds due 2027	\$9 million	On June 11, 2019, Judge Carter authorized Plaintiffs to serve Venezuela at an embassy in New York or Washington, DC. Venezuela has not yet appeared.
3	<i>Lovati, et al. v. Petroleos De Venezuela, S.A.</i> , 19-cv-04799-ALC (S.D.N.Y.)	5/23/2019	Andrew L. Carter, Jr.	Breach of contract on PDVSA bonds	\$11 million	A summons was electronically issued on May 24, 2019. PDVSA has not yet appeared.
4	<i>ConocoPhillips Petrozuata B.V., et al. v. Bolivarian Republic of Venezuela</i> , 1:19-cv-00683-CJN (D.D.C.)	3/11/2019	Carl J. Nichols	Petition to confirm arbitral award	\$8.8 billion	A summons was electronically issued on March 12, 2019. Venezuela has not yet appeared.
5	<i>Dresser-Rand Company v. Petroleos De Venezuela, S.A., et al.</i> , 19-cv-02689-LLS (S.D.N.Y.)	2/26/2019	Louis L. Stanton	Breach of contract on PDVSA note agreement	\$132 million	Plaintiffs filed for summary judgment in lieu of a complaint in New York state court. After removal, defendants opposed summary judgment and sought relief under Rule 56(d) to allow them to obtain necessary documents in Maduro's possession. On June 25, 2019, the parties requested oral argument on their respective motions.
6	<i>Red Tree Investments, LLC v. Petroleos De Venezuela, S.A., et al.</i> , 19-cv-02519-AJN (S.D.N.Y.)	2/15/2019	Alison J. Nathan	Breach of contract on three PDVSA notes	\$118 million	Plaintiffs filed for summary judgment in lieu of a complaint in New York state court. After removal, Judge Nathan granted PDVSA's motion for a 120-day stay on May 6, 2019.

	Case Caption	Date Filed	Presiding Judge	Nature of Suit	Approximate Amount Sought in Complaint	Current Status
7	<i>Red Tree Investments, LLC v. Petroleos De Venezuela, S.A., et al.</i> , 19-cv-02523-AJN (S.D.N.Y.)	2/15/2019	Alison J. Nathan	Breach of contract on PDVSA credit agreement	\$64 million	Plaintiffs filed for summary judgment in lieu of a complaint in New York state court. After removal, Judge Nathan granted PDVSA's motion for a 120-day stay on May 6, 2019.
8	<i>OI European Group B.V. v. Bolivarian Republic of Venezuela, et al.</i> , 19-cv-00290-LPS (D. Del.)	2/11/2019	Leonard P. Stark	Enforcement of arbitral award. Plaintiff alleges that PDVSA fraudulently transferred Citgo's assets by directing Citgo's parent company to issue dividends to PDVSA and by directing PDV Holding to pledge a 50.1% ownership stake in Citgo's parent company to secure new PDVSA debt.	\$500 million	On March 19, 2019, Venezuela moved to stay the case pending the Third Circuit's decision in the Crystallex appeal, Nos. 18-2797, 18-3124. That motion remains pending.
9	<i>Energet Electric Ltd v. Petroleos De Venezuela, S.A., et al.</i> , 19-cv-00450 (S.D. Tex.)	2/8/2019	Ewing Werlein, Jr.	Breach of contracts for materials and equipment	\$5 million	Plaintiff initiated Hague Convention service on March 19, 2019. Defendants have not yet appeared.
10	<i>Pharo Gaia Fund Ltd. and Pharo Macro Fund Ltd. v. Bolivarian Republic of Venezuela</i> , 19-cv-3123-AT (S.D.N.Y.)	1/11/2019	Analisa Torres	Breach of contract on Venezuela bonds due 2018 and 2019	\$26 million	Case management briefing
11	<i>Valores Mundiales, S.L., et al. v. Bolivarian Republic of Venezuela</i> , 19-cv-00046-KBJ (D.D.C.)	1/8/2019	Ketanji Brown Jackson	Petition to confirm arbitral award	\$520 million	Plaintiffs attempted service through the State Department on May 8, 2019. Venezuela has not yet appeared.
12	<i>Brokwell Management Inc. v. Bolivarian Republic of Venezuela</i> , CL-2018-833, England and Wales High Court of Justice (QB)	12/21/2018	Sir Nigel John Martin Teare	Breach of contract on Venezuela bonds due 2018	\$21 million	The parties agreed to stay the case through September 11, 2019.
13	<i>Casa Express Trust Corp, as Trustee of Casa Express Trust</i> , 18-cv-11940-AT (S.D.N.Y.)	12/18/2018	Analisa Torres	Breach of contract on Venezuela bonds due 2018	\$34 million	Case management briefing
14	<i>Saint-Gobain Performance Plastics Europe v. Bolivarian Republic of Venezuela, et al.</i> , 18-cv-01963-LPS (D. Del.)	12/12/2018	Leonard P. Stark	Petition to confirm arbitral award	\$42 million	The clerk entered default against Venezuela. Plaintiff filed a motion in support of default judgment on June 24, 2019.

	Case Caption	Date Filed	Presiding Judge	Nature of Suit	Approximate Amount Sought in Complaint	Current Status
15	<i>Vestey Group Limited v. Bolivarian Republic of Venezuela</i> , 18-cv-01456-TFH (D.D.C.)	6/20/2018	Thomas F. Hogan	Petition to confirm arbitral award	\$102 million	Plaintiff attempted service through the State Department on April 1, 2019. Venezuela has not yet appeared.
16	<i>Tenaris S.A., et al. v. Bolivarian Republic of Venezuela</i> , 18-cv-01371-CRC (D.D.C.)	6/8/2018	Christopher R. Cooper	Petition to confirm arbitral award	\$213 million	Plaintiff attempted service through the State Department on April 1, 2019. Venezuela has not yet appeared.
17	<i>Tenaris S.A., et al. v. Bolivarian Republic of Venezuela</i> , 18-cv-01373-CRC (D.D.C.)	6/8/2018	Christopher R. Cooper	Petition to confirm arbitral award	\$234 million	Plaintiff attempted service through the State Department on April 1, 2019. Venezuela has not yet appeared.
18	<i>White Beech SNC, LLC v. Petroleos De Venezuela, S.A., et al.</i> , 18-cv-04148-PGG (S.D.N.Y.)	5/9/2018	Paul G. Gardephe	Breach of contract on PDVSA note	\$25 million	Plaintiff consented to stay so it could seek further clarification from OFAC whether it may proceed with litigation against PDVSA in light of Executive Order 13850.
19	<i>Rusoro Mining Limited v. Bolivarian Republic of Venezuela, et al.</i> , 18-cv-01458 (S.D. Tex.)	5/7/2018	Kenneth M. Hoyt	Enforcement of arbitral award. Plaintiff alleges that PDVSA fraudulently transferred Citgo's assets by directing Citgo's parent company to issue dividends to PDVSA and by directing PDV Holding to pledge a 50.1% ownership stake in Citgo's parent company to secure new PDVSA debt.	\$1.4 billion	Plaintiff initiated Hague Convention service on May 24, 2018. Defendants have not yet appeared.
20	<i>Rusoro Mining Limited v. Bolivarian Republic of Venezuela</i> , 0657227/2017 (N.Y. Sup. Ct.)	12/5/2017	Andrew Borrok	Action to recognize a Canadian court's confirmation of plaintiff's arbitral award against Venezuela	\$1.2 billion	On May 29, 2019, the court granted plaintiff more time to serve Venezuela under the Hague Convention. Venezuela has not yet appeared.
21	<i>Koch Minerals SARL, et al. v. Bolivarian Republic of Venezuela</i> , 17-cv-02559-DAR (D.D.C.)	11/28/2017	Deborah A. Robinson	Petition to confirm arbitral award	\$409 million	The clerk entered default against Venezuela. A hearing on plaintiff's default judgment motion is scheduled for Aug. 6, 2019.

	Case Caption	Date Filed	Presiding Judge	Nature of Suit	Approximate Amount Sought in Complaint	Current Status
22	<i>Crystallex International Corp. v. Bolivarian Republic of Venezuela, et al.</i> , 17-mc-00151-LPS (D. Del.)	6/19/2017	Leonard P. Stark	Enforcement of arbitral award. Plaintiff seeks to attach PDVSA's shares of PDV Holding Inc., which indirectly owns Citgo.	Attachment of shares to satisfy \$1.2 billion arbitral award	The district court has granted an order of attachment. Execution has been stayed pending appeal. The Third Circuit heard oral argument on April 15, 2019, Nos. 18-2797, 18-3124. Prior to argument, Venezuela moved for a 120-day stay. The Third Circuit has not acted on the motion.
23	<i>ConocoPhillips Petrozuata B.V., et al. v. Petroleos de Venezuela S.A., et al.</i> , 17-cv-00028-LPS (D. Del.)	1/10/2017	Leonard P. Stark	Enforcement of arbitral award. Plaintiff alleges that PDVSA pledged 49.9% of the equity in Citgo's parent company to secure a loan from Rosneft Trading S.A., in violation of Delaware's fraudulent transfer statute.	\$1.5 billion	Stayed pending the Third Circuit's decision in the Crystallex appeal, Nos. 18-2797, 18-3124. The appeal was argued on April 15, 2019.
24	<i>Crystallex International Corp. v. PDV Holding, Inc., et al.</i> , 16-cv-01007-LPS (D. Del.)	10/28/2016	Leonard P. Stark	Enforcement of arbitral award. Plaintiff alleges that PDV Holding fraudulently pledged 50.1% of its shares in Citgo's parent company to secure new PDVSA debt.	Unspecified	Stayed pending the Third Circuit's decision in the Crystallex appeal, Nos. 18-2797, 18-3124. The appeal was argued on April 15, 2019.
25	<i>Rusoro Mining Limited v. Bolivarian Republic of Venezuela, et al.</i> , 16-cv-02020-RJL (D.D.C.)	10/10/2016	Richard J. Leon	Petition to confirm arbitral award	\$1.2 billion	The district court confirmed the award on March 1, 2018. The award was later set aside in part by a French court. Venezuela's appeal, No. 18-7044, has been stayed pending the French court proceeding.

	Case Caption	Date Filed	Presiding Judge	Nature of Suit	Approximate Amount Sought in Complaint	Current Status
26	<i>ConocoPhillips Petrozuata B.V., et al. v. Petroleos de Venezuela S.A., et al.</i> , 16-cv-00904-LPS (D. Del.)	10/6/2016	Leonard P. Stark	Enforcement of arbitral award. Plaintiff alleges that PDVSA fraudulently transferred assets by directing Citgo's parent company to issue dividends to PDVSA and by directing PDV Holding to pledge a 50.1% ownership stake in Citgo's parent company to secure new PDVSA debt.	\$2.8 billion	Stayed pending the Third Circuit's decision in the Crystallex appeal, Nos. 18-2797, 18-3124. The appeal was argued on April 15, 2019.
27	<i>OI European Group B.V. v. Bolivarian Republic of Venezuela</i> , 16-cv-01533-ABJ (D.D.C.)	7/27/2016	Amy Berman Jackson	Petition to confirm arbitral award	\$400 million	The district court entered judgment for plaintiff on May 21, 2019 after denying Venezuela's motion for a 120-day stay.
28	<i>Crystallex International Corp. v. PDV Holding Inc., et al.</i> , 15-cv-01082-LPS (D. Del.)	11/23/2015	Leonard P. Stark	Enforcement of arbitral award. Plaintiff alleges that PDVSA fraudulently transferred assets by directing Citgo's parent company to issue dividends to PDVSA.	\$2.8 billion	Stayed pending the Third Circuit's decision in the Crystallex appeal, Nos. 18-2797, 18-3124. The appeal was argued on April 15, 2019.
29	<i>Comparelli, et al. v. Republica Bolivariana De Venezuela, et al.</i> , 14-cv-24414-KMW (S.D. Fla.)	11/19/2014	Kathleen M. Williams	Expropriation of assets in violation of 28 U.S.C. §1605(a)(3)	Unspecified	Defendants filed motions to dismiss plaintiffs' second amended complaint in October 2018. On May 9, 2019, the district court granted defendants' motion to stay the case due to current events in Venezuela and ordered the parties to file a status report in 120 days.
30	<i>Devengoechea v. Bolivarian Republic of Venezuela</i> , 12-cv-23743-PCH (S.D. Fla.)	10/15/2012	Paul C. Huck	Breach of contract. Plaintiff alleges that Venezuela failed to pay for his collection of artifacts relating to General Simon Bolivar.	Several million dollars	Trial had been scheduled for April 2019. In February 2019, the plaintiff moved to stay proceedings while he pursued an OFAC license to facilitate settlement. The court granted the motion and later administratively closed the case.

	Case Caption	Date Filed	Presiding Judge	Nature of Suit	Approximate Amount Sought in Complaint	Current Status
31	<i>Helmerich & Payne International Drilling Co. v. Bolivarian Republic of Venezuela, et al.</i> , 11-cv-01735-CRC (D.D.C.)	9/23/2011	Christopher R. Cooper	Breach of service contracts and expropriation of assets in violation of international law	\$32 million on the breach of contract claims. Unspecified for the expropriation claim.	Stayed on May 20, 2019 on plaintiff's motion. Defendants' motion to dismiss is pending.

EXHIBIT 2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
 PHARO GAIA FUND LTD. AND PHARO
 MACRO FUND LTD.,

 Plaintiffs,

 -v.-

 THE BOLIVARIAN REPUBLIC OF
 VENEZUELA,

 Defendant.
 -----X

Case No. 19-cv-3123 (AT)
[rel. 18-cv-11940]

**Civil Case Management Plan
and Scheduling Order**

ANALISA TORRES, United States District Judge:

This Civil Case Management Plan (the “Plan”) is submitted by Plaintiffs in accordance with Rule 26(f)(3), Fed. R. Civ. P.

1. All parties do not consent to conducting all further proceedings before a magistrate judge, including motions and trial. 28 U.S.C. § 636(c).
2. This case is not to be tried to a jury.
3. Plaintiffs may amend their complaint as of right within 21 days after service of a responsive pleading or 21 days after service of a motion under Rule 12(b), (e), or (f), whichever is earlier. Thereafter, amended pleadings may not be filed and additional parties may not be joined except with leave of the Court.
4. All motions and applications shall be governed by the Court’s Individual Practices, including pre-motion conference requirements.
5. This case shall proceed directly to summary judgment on the following schedule, in accordance with Section III of this Court’s Individual Practices:
 - a. By July 12, 2019, Plaintiffs shall provide Defendant with an electronic copy, in Microsoft Word format, of its Statement of Material Facts pursuant to Local Rule 56.1, along with the admissible evidence cited therein.
 - b. Within 7 days after receipt of Plaintiffs’ Rule 56.1 Statement, Defendant shall (1) respond to Plaintiffs’ Rule 56.1 Statement, and (2) send Plaintiffs a letter explaining the basis for any anticipated cross-motion.
 - c. Within 7 days after receipt of Defendant’s response to Plaintiffs’ Rule 56.1 Statement and its letter explaining the cross-motion, Plaintiffs shall (1) file with the

Court and send to Defendant a pre-motion letter explaining the basis for their motion for summary judgment, and (2) send Defendant a letter explaining their opposition to Defendant's cross-motion.

- d. Within 7 days after receipt of Plaintiffs' letters, Defendant shall file with the Court and send to Plaintiffs a single letter explaining its opposition to Plaintiffs' motion for summary judgment and the basis for its cross-motion.
 - e. Within 7 days after receipt of Defendant's letters, Plaintiffs shall file with the Court and send to Defendant a letter explaining their opposition to Defendant's cross-motion.
 - f. As soon as practicable thereafter, the Court will either set a pre-motion conference at its earliest convenience or, if it deems a conference unnecessary, set the following briefing schedule:
 - i. Within 30 days after receipt of Defendant's letter explaining its opposition to Plaintiffs' motion for summary judgment, Plaintiffs shall file a motion for summary judgment.
 - ii. Within 60 days after service of Plaintiffs' motion for summary judgment, and in a single brief no longer than 40 pages, Defendant shall file its opposition to Plaintiffs' motion for summary judgment along with any cross-motion.
 - iii. Within 30 days after service of Defendant's opposition and cross-motion, and in a single brief no longer than 40 pages, Plaintiffs shall file a reply in support of their motion for summary judgment along with their opposition to Defendant's cross-motion.
 - iv. Within 14 days after service of Plaintiffs' opposition to Defendant's cross-motion, Defendant shall file a reply in support of its cross-motion.
 - g. Plaintiffs request oral argument on Plaintiffs' motion for summary judgment and any cross-motion by Defendant, subject to the Court's discretion.
6. Counsel for the parties have discussed the use of the following alternative dispute resolution mechanisms for use in this case: (i) a settlement conference before a magistrate judge; (ii) participation in the District's Mediation Program; and/or (iii) retention of a privately retained mediator. Counsel do not believe that these alternative dispute resolution mechanisms will advance settlement discussions in this case.

TO BE COMPLETED BY THE COURT:

The Plan has been reviewed by the Court and, except as modified, is adopted as the Scheduling Order of this Court in accordance with Rule 16(b), Fed. R. Civ. P.

7. [Other]

This ORDER may not be modified or the dates herein extended, except by further order of this Court for good cause shown. Any application to modify or extend the dates herein shall be made in a written application in accordance with paragraph I.B. of the Court's Individual Practices and shall be made no less than five (5) days prior to the expiration of the date sought to be extended.

SO ORDERED.

Dated: _____
New York, New York