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February 20, 2016

VIA ELECTRONIC MAIL

Catherine O'Hagan Wolfe  
Clerk of Court United States Court of Appeals for the Second Circuit  
Thurgood Marshall  
U.S. Courthouse  
40 Foley Square  
New York, NY 10007

Re: *Aurelius Opportunities Fund II v. Republic of Argentina*, No. 15-1060(L)  
To be argued Feb. 24, 2016 (Judges Walker, Raggi, Hall)

Dear Ms. Wolfe:

We write on behalf of the undersigned Appellees to apprise this Court of significant events in the district court and in related appeals.

These appeals concern injunctions against the Republic of Argentina. On February 5, after years of refusing to negotiate, Argentina made a new public tender offer for the defaulted bonds in litigation in the district court. The two-tiered proposal offered most plaintiffs 70-72.5% of what they are owed, but offered certain plaintiffs up to 100%. Two creditors, representing 14% of the defaulted bonds, accepted the new terms; the larger accepting creditor "settled" for 100%. Based only on that, on February 11, Argentina moved by ex parte order to show cause to vacate the injunctions in *all* cases, arguing that its offer justified permitting it to *resume violating* the contractual rights of the non-settling plaintiffs representing 86% of the pari passu claims. And it made that request while exclusive jurisdiction over the injunctions lies in this Court.

The district court has signaled willingness to accept Argentina's invitation. Although the district court has not yet ruled in the above-captioned cases, on February 19, in related cases in which appeals are also pending (*see* No. 15-3675(L)), the court ominously declared it would vacate the injunctions "in all cases" if Argentina consummates whatever agreements-in-principle it reaches by *February 29*. Ex. A at 19. Remarkably, the district court's 23-page opinion was issued just one day after Plaintiffs opposed Argentina's motion, and (despite repeated requests) without a hearing. The district court reasoned that the injunctions' purpose was to "promote settlement" (*id.* 16), not—as this Court twice has held—to enforce plaintiffs' contract rights.

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The message to non-settling plaintiffs—many of whom have had *no* opportunity to negotiate with anyone—is unmistakable: Settle by February 29, or else. That abrupt judicial ultimatum is irreconcilable with this Court's ruling that plaintiffs' refusal to accept Argentina's previous offer cannot be a basis for denial of equitable relief. *See NML Capital v. Argentina*, 699 F.3d 246, 263 n.15 (2d Cir. 2012).

The attached documents are judicially noticeable.

Counsel is prepared to discuss these developments at oral argument.

Respectfully submitted,

/s/ Matthew D. McGill  
Matthew D. McGill  
Counsel for Appellee NML Capital, Ltd.

/s/ Roy T. Englert, Jr.  
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Counsel for Aurelius Opportunities Fund II, LLC, Aurelius Capital Master, Ltd., ACP Master, Ltd., and Blue Angel Capital I LLC

/s/ William M. Jay  
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Counsel for Olifant Fund, Limited

Enclosures