UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ARAG-A Limited, ARAG-O Limited, ARAG-T Limited, ARAG-V Limited, Attestor Value Master Fund LP, Bybrook Capital Hazelton Master Fund LP, Bybrook Capital Master Fund LP, MCHA Holdings, LLC, Trinity Investments Limited, White Hawthorne, LLC, White Hawthorne II, LLC and Yellow Crane Holdings, L.L.C.,	:	
Plaintiffs,	:	CIVIL ACTION NO. 16-2238
v.	:	
The Republic of Argentina,	:	
Defendant.	:	

AMENDED COMPLAINT

Plaintiffs, ARAG-A Limited ("ARAG-A"), ARAG-O Limited ("ARAG-O"), ARAG-T Limited ("ARAG-T"), ARAG-V Limited ("ARAG-V"), Attestor Value Master Fund LP ("Attestor"), Bybrook Capital Master Fund LP ("Bybrook Capital"), Bybrook Capital Hazelton Master Fund LP ("Bybrook Capital Hazelton") (Bybrook Capital and Bybrook Capital Hazelton together, "Bybrook"), MCHA Holdings, LLC ("MCHA"), Trinity Investments Limited ("Trinity"), White Hawthorne, LLC ("White Hawthorne") and White Hawthorne II, LLC ("White Hawthorne II"), and Yellow Crane Holdings, L.L.C. ("Yellow Crane"), by their undersigned counsel, as and for their Complaint against defendant The Republic of Argentina ("Argentina" or the "Republic"), allege on knowledge as to themselves and otherwise on information and belief as follows:

SUMMARY OF COMPLAINT

1. Plaintiffs, who hold Argentina bonds governed by New York and foreign law, bring this complaint for declaratory and injunctive relief. Plaintiffs' bonds had long been in default when, on or about February 17, 2016, Argentina extended to Plaintiffs and to all holders of defaulted Argentine bonds a unilateral written offer to settle all bond claims against it, according to terms that Argentina drafted and published.

2. Each Plaintiff accepted Argentina's written offer according to its terms on or prior to February 29, 2016, thus forming, in each case, a binding contract with Argentina (the "Settlement Agreements").

3. As more fully alleged below, an actual controversy has now arisen as to the Settlement Agreements, and it is necessary that the Court declare the rights and legal relations of the parties with respect thereto.

4. At the time when each Plaintiff accepted Argentina's offer, each Plaintiff was party to one or more civil actions against Argentina for the default on its bonds. On February 29, 2016, when all of the Settlement Agreements had been formed, Argentina filed supplementary papers in support of its motion for *vacatur* of injunctions pending in certain actions against it, including the declaration of an Argentine official attaching and presenting one Plaintiff's Settlement Agreement to the District Court as an "Agreement in Principle," and a "Settlement," and presenting two non-party bondholders' substantially similar agreements as other such Agreements in Principle, and Settlements. Thus, it is clear that Argentina viewed the agreements with Plaintiffs as binding settlements and it represented them as such to the District Court.

5. On March 2, 2016, the United States District Court for the Southern District of New York (Griesa, J.) (the "District Court") entered an order in *NML Capital, Ltd. v. The Republic of Argentina*, Case No. 08-6978, 2016 WL 836773 (S.D.N.Y. Mar. 2, 2016), and in certain related cases (the "March 2 Order"), providing that, upon the occurrence of two conditions precedent, and Argentina's notification to the District Court thereof, the District Court would vacate the permanent *pari passu* injunctions it entered on November 21, 2012, and October 30, 2015 (the "Injunctions"). The second condition precedent states that "[f]or all plaintiffs that entered into agreements in principle with the Republic on or before February 29, 2016, Argentina must make full payment in accordance with the specific terms of each such agreement. The Republic must also notify the court once those plaintiffs have all received full payment."

6. After the District Court issued its March 2 Order, Argentina became emboldened and suddenly decided to limit the number of settlements and claims upon which it would have to make payments in full apparently recognizing that, if the Injunctions are lifted, any bondholder who had not received a settlement payment would never be paid. On March 11, 2016, counsel for Argentina advised that, in its view, none of the Settlement Agreements was a contract that binds Argentina.

7. On March 21, 2016, in its Brief of Defendant-Appellee filed in the United States Court of Appeals for the Second Circuit, Argentina confirmed this position.

8. Argentina's refusal to acknowledge that Plaintiffs' acceptance of its offer created a binding contract has created an actual controversy as to the validity of its undertakings to pay all Plaintiffs the amounts due to them under the Settlement Agreements. That controversy is

significant, because Argentina has promised the District Court that amounts due under such agreements will be paid as a condition to the *vacatur* of the Injunctions, but there is no assurance of payment if and when the Injunctions are lifted.

9. By this action, Plaintiffs seek declarations that (i) each of the Settlement Agreements alleged in this complaint is a valid and binding contract, and (ii) each such agreement is an "agreement in principle" within the meaning of the second condition precedent in the March 2 Order, such that each such settlement agreement must be paid according to its terms before the second condition precedent to the lifting of the permanent *pari passu* Injunctions can be satisfied.

10. Because Argentina is a sovereign against which a money judgment cannot be effectively enforced, and in light of the other facts and circumstances alleged below, a breach by Argentina of its obligations will cause the Plaintiffs irreparable harm. Indeed, the irreparable harm here is the same that led the District Court to issue the *pari passu* Injunctions in the first place. Plaintiffs therefore intend to seek preliminary injunctive relief to preserve the status quo in aid of this Court's disposition of this complaint, and, among other things, enjoining Argentina from submitting any notification to the District Court that all plaintiffs who entered into agreements in principle with Argentina on or before February 29, 2016 have received full payment, without first having made full payment in cash to each of the Plaintiffs, in accordance with the terms of their respective Settlement Agreement(s).

THE PARTIES

11. Plaintiff ARAG-A is a Cayman Islands corporation.

12. Plaintiff ARAG-O is a Cayman Islands corporation.

13. Plaintiff ARAG-T is a Cayman Islands corporation.

14. Plaintiff ARAG-V is a Cayman Islands corporation.

15. Plaintiff Attestor is a limited partnership organized under the laws of the Cayman Islands.

16. Plaintiff Bybrook Hazelton is a limited partnership organized under the laws of the Cayman Islands.

17. Plaintiff Bybrook Capital is a limited partnership organized under the laws of the Cayman Islands.

18. Plaintiff MCHA is a Delaware limited liability company.

19. Plaintiff Trinity is an Irish private company limited by shares.

20. Plaintiff White Hawthorne is a Delaware limited liability company.

21. Plaintiff White Hawthorne II is a Delaware limited liability company.

22. Plaintiff Yellow Crane is a Delaware limited liability company.

23. Defendant Argentina is a Foreign State as defined in 28 U.S.C. § 1603.

JURISDICTION AND VENUE

24. This Court has jurisdiction pursuant to 28 U.S.C. § 1330(a). Argentina is a Foreign State which has explicitly and unconditionally waived sovereign immunity with respect

to actions arising out of the Settlement Agreements, pursuant to Section 9 thereof, and is, therefore, not entitled to immunity under 28 U.S.C. §§ 1605-07 or under any applicable agreement concerning the claims asserted herein.

25. In addition, this Court has personal jurisdiction over Argentina because Argentina regularly conducts business in New York.

26. Venue is proper in this district by agreement of the parties and pursuant to 28 U.S.C. § 1391(f).

FACTUAL ALLEGATIONS

I. BACKGROUND

27. Plaintiffs are holders of certain bonds issued by Argentina between 1994 and 2001. Set forth on Schedule I is a list of bonds, by ISIN, held by each Plaintiff, including references to the governing debt instrument for each bond. Since 2001, Argentina has failed to pay principal and interest on these bonds, has renewed its moratorium on such payments in its budget laws each year, and has implemented legislation that mandates the continuing breach of its payment obligations under those bonds.

28. In issuing bonds under the October 19, 1994 Fiscal Agency Agreement (the "FAA"), Argentina pledged that it would protect holders of NY-law FAA bonds from subordination and guaranteed equal treatment with respect to payment thereof. To that end, Section 1(c) of the FAA (the "NY-law Equal Treatment Provision") stated that "[t]he[se] Securities will constitute . . . direct, unconditional, unsecured and unsubordinated obligations of the Republic and shall at all times rank pari passu and without any preference among themselves.

The payment obligations of the Republic under the Securities shall at all times rank at least equally with all its other present and future unsecured and unsubordinated External Indebtedness . . . ."

29. In issuing bonds governed by German-law pursuant to the July 14, 1998 offering circular (the "Offering Circular"),[1] Argentina pledged that it would protect holders of German-law bonds from subordination and guaranteed equal treatment with respect to payment thereof. To that end, Section 9 of the Offering Circular (the "German-law Equal Treatment Provision") stated that the German-law bonds constitute "direct, unconditional, unsecured and unsubordinated obligations of the Republic and shall at all times rank *pari passu* and without any preference among themselves. The payment of obligations of the Republic under the Bonds and the Coupons shall . . . at all times rank at least equally with all its other present and future unsecured and unsubordinated External Indebtedness."

30. In issuing bonds governed by English-law pursuant to the Trust Deed dated as of July 23, 1993 (the "Trust Deed"), Argentina pledged that it would protect holders of English-law bonds from subordination and guaranteed equal treatment with respect to payment thereof. To that end, Section 3 of the Terms and Conditions of the Notes annexed to the Trust Deed (the "English-law Equal Treatment Provision," and together with the NY-law Equal Treatment Provision and the German-law Equal Treatment provision, the "Equal Treatment Provisions") stated that the English-law bonds "constitute . . . direct, unconditional, unsecured and unsubordinated obligations of the Republic and shall at all times rank *pari passu* and without any

[1] The Offering Circular governs ISIN DE0002483203. Each German-law ISIN was issued pursuant to a separate debt instrument. Except as expressly noted, the terms for each German-law ISIN do not differ materially from the terms used in the Offering Circular.

preference among themselves. . . . The payment obligations of the Republic under the Notes and Coupons shall . . . at all times rank at least equally with all its other present and future unsecured unsubordinated External Indebtedness . . . ."

31. In or about December 2001, Argentina declared a moratorium on the payment of principal and interest with respect to all of its foreign debt, including all payments due on the bonds held by Plaintiffs. Since then, Argentina has failed to make any payments due on the bonds held by Plaintiffs.

32. Argentina's courts have held that the Argentine Law 26,017 (the "Lock Law"), passed on February 9, 2005, and Argentina's moratorium on payment prevent Argentina's courts from recognizing and enforcing any New York judgments held by holders of defaulted Argentina bonds.

33. The Lock Law prevented Argentina from paying defaulted bondholders more than that which was offered to defaulted bondholders who tendered their defaulted bonds in a 2005 exchange offer, effectively prohibiting Argentina from complying with its payment obligations in respect of the defaulted bonds. Argentine Law 26,547 temporarily suspended the Lock Law to facilitate another exchange offer in 2010, with the same effect.

34. NML Capital, Ltd. ("NML") and other holders of certain defaulted Argentina bonds that were issued pursuant to the FAA sought specific performance of the NY-law Equal Treatment Provision in three pre-judgment cases styled *NML Capital, Ltd v. The Republic of Argentina* Case Nos. 08 Civ. 6978 (TPG), 09 Civ. 1707 (TPG), 09 Civ. 1708 (TPG) (S.D.N.Y.) ("NML's pre-judgment actions").

35. On February 23, 2012, the District Court issued an injunction to remedy Argentina's continuing violations of the equal treatment provision of the FAA, which required the Republic to pay NML ratably whenever it paid the exchange bondholders pursuant to their bonds.

36. On October 26, 2012, the Second Circuit affirmed the District Court's February 23, 2012 issuance of such injunction, with limited remand of the injunction for clarification purposes. In affirming the injunctive relief, the Second Circuit expressly held that the actions of Argentina violated the NY-law Equal Treatment Provision.

37. Argentina petitioned for a writ of certiorari to the October 26, 2012 Second Circuit decision in the United States Supreme Court. The petition was denied on October 7, 2013.

38. On November 21, 2012, the District Court amended the February 23, 2012 injunction (the "Amended Injunction").

39. On August 23, 2013, the Second Circuit affirmed the District Court's November 21, 2012 decision in its entirety.

40. Argentina subsequently filed a petition for a writ of certiorari to the August 23, 2013 Second Circuit decision in the United States Supreme Court. The petition was denied on June 16, 2014.

41. In response to the orders of the District Court, the Second Circuit, and the United States Supreme Court in NML's pre-judgment actions, Argentina's officials frequently and openly admitted that Argentina would defy the courts' orders and would not pay NML, or any

holders of the defaulted bonds, ratably whenever it made scheduled payments to holders of subsequently issued bonds.

42. On June 26, 2014, in yet another attempt to evade its payment obligations to Plaintiffs and other holders of defaulted bonds, Argentina transferred funds to certain financial institutions in order to pay the interest due to the holders of subsequently issued bonds. Due solely to the Amended Injunction, those financial institutions did not transfer the payments to the holders of the subsequently issued bonds.

43. In early 2015, certain plaintiff bondholders, including certain of the undersigned Plaintiffs – referred to as the "Me-Too Plaintiffs" – sought (i) partial summary judgment for breach of the debt instrument governing the Me-Too Plaintiffs' bonds and (ii) "equitable relief akin to the [Amended Injunction] obtained in the original thirteen actions."

44. The District Court granted the motions of the Me-Too Plaintiffs and, on October 30, 2015, issued *pari passu* injunctions in a total of sixty-two actions (the "Me-Too Injunctions," and together with the Amended Injunction, the "Injunctions") requiring Argentina to make ratable payments to the Me-Too Plaintiffs whenever it made payments to the holders of subsequently issued bonds. *See NML Capital, Ltd. v. Republic of Argentina*, No. 14 Civ. 8601(TPG), 2015 WL 6656573 at *4 (S.D.N.Y. Oct. 30, 2015) (the "October 30 Order") (Argentina's "ongoing violations of the *pari passu* clause cause plaintiffs irreparable harm for which there is no adequate remedy at law"). The District Court stated: "It would be inequitable to give injunctive relief to one group of bondholders while denying that relief to other, similarly situated bondholders." *Id.* at *5.

45. Certain Plaintiffs have previously sued Argentina in the District Court to collect the debt owed them and to enforce the Equal Treatment Provisions in their respective debt agreements. *See* Schedule II.

46. While certain Plaintiffs herein obtained Me-Too Injunctions, others have likewise filed motions for partial summary judgment and the entry of an injunction, which have not yet been ruled upon. *See* Plaintiffs' Notice of Cross-Motion for Partial Summary Judgment and for Injunctive Relief, *Trinity Investments Limited, et. al. v. The Republic of Argentina* ("*Trinity*"), Case No. 14-09095 (S.D.N.Y. Nov. 13, 2015) (TPG) [Dkt. No. 38]; Plaintiffs' Notice of Cross-Motion for Partial Summary Judgment and for Injunctive Relief, *Red Pines LLC, et. al. v. The Republic of Argentina* ("*Red Pines*"), Case No. 14-09427 (S.D.N.Y. Nov. 13, 2015) (TPG) [Dkt. No. 37]; *Yellow Crane v. The Republic of Argentina*, Case No. 15-03335 (S.D.N.Y.) (TPG); *Yellow Crane v. The Republic of Argentina*, Case No. 14-05675 (S.D.N.Y.) (TPG).

47. Earlier this year, rather than engage in good-faith negotiations with the vast majority of holders of defaulted bonds, Argentina issued a unilateral settlement proposal on February 5, 2016 (the "Unilateral Proposal").

48. The Unilateral Proposal separated bondholders into three tiers, to which Argentina would pay differing consideration, rather than treat them all equally: (i) creditors with money judgments and a *pari passu* injunction, who were offered the amount of their judgment, reduced by a thirty percent (30%) discount; (ii) creditors with a *pari passu* injunction but without money judgments, who were offered the "accrued value" of their claims, less a thirty percent (30%) discount; and (iii) all other bondholders, who were offered a "base offer" of 150% of the principal amount of their bonds. Unlike the Unilateral Settlement Offer (as discussed below in

Paragraph 65), the Unilateral Proposal did not provide a mechanism by which bondholders could accept the proposal.

49. On February 11, 2016 – less than a week after publicizing the Unilateral Proposal – Argentina obtained an order from the District Court directing the plaintiffs in multiple actions to show cause why the Injunctions should not be lifted, based on Argentina's purported new attitude toward settlement. Argentina by application sought an "indicative ruling" (given that the District Court lacked jurisdiction because of then-pending appeals of the Me-Too Injunctions) that the District Court would vacate the *pari passu* injunctions upon (i) the Argentine legislature repealing the Lock Law and Law 26,984 (the "Sovereign Payment Law"); and (ii) Argentina making payment to any holders of defaulted bonds that reached a settlement agreement with Argentina "on or before February 29, 2016."

50. The order to show cause required parties to respond by noon on the next court day, February 16, 2016, later adjourned by two days (to February 18, 2016). Numerous parties opposed lifting the Injunctions on the terms Argentina proposed and requested oral argument.

51. The following day, February 19, 2016, the District Court issued a 23-page opinion indicating that it would lift the Injunctions upon the occurrence of two conditions precedent (the "Indicative Ruling"): (i) the Argentine legislature repealing the Lock Law and the Sovereign Payment Law, and (ii) Argentina making payment to any holders of defaulted bonds that enter into agreements in principle with Argentina on or before February 29, 2016.

52. In the Indicative Ruling, the District Court reasoned that circumstances had changed because Argentina's new president expressed a willingness to negotiate with holders of defaulted bonds and campaigned for the Lock Law (and subsequent legislation) to be repealed or

abridged. The District Court also noted in the Indicative Ruling that it "does not have the power to force plaintiffs to accept a settlement," but emphasized that the plaintiffs would now have "the opportunity to negotiate and settle their claims." The District Court did not address the lack of a legal remedy for the continued contractual violations by Argentina through its continuing payment defaults.

53. Thus, under the Indicative Ruling, the settlement process could "still continue," but only "[u]ntil February 29, 2016." If Plaintiffs and other bondholders reached agreements in principle with Argentina by that date, they would "receive the protections incorporated by" the ruling. If not, they risked being left wholly without the protections of the injunctive relief the multiple decisions of the District Court and the Second Circuit found necessary to prevent irreparable harm to Plaintiffs and other bondholders and no assurance of payment by Argentina under the agreed-to settlement.

54. On the very next business day, February 22, 2016, Argentina filed an "emergency motion" in the Second Circuit in connection with its appeals of the Me-Too Injunctions. Such motion sought a remand to the District Court.

55. During oral argument before the Second Circuit on February 24, 2016, Judge Walker expressed concern about the "cram down" nature of Argentina's settlement offer. Judge Hall also queried, "does the offer that expires on the 29th, do you have authority to extend that offer?" Counsel for Argentina replied that he did not.

56. In its mandate, dated February 24, 2016 (the "Mandate"), the Second Circuit dismissed all of Argentina's current appeals with prejudice and remanded the cases. The Mandate also provided that, as of the date of the Mandate, the Indicative Ruling was of no force

or effect. The Mandate further required that, prior to the entry of any order by the District Court adopting the Indicative Ruling, a motion for such relief had to be made by Argentina and all parties had to be afforded "an opportunity to be heard."

57. The Mandate also prospectively stayed any order of the District Court lifting the *pari passu* injunctions for two weeks to allow appellants to move for a further stay pending appeal.

58. On February 25, 2016, Argentina filed a four-sentence letter with the District Court, requesting that it enter the Indicative Ruling as an order.

59. Hours later on that same day, February 25, 2016, the District Court ordered that all plaintiffs opposing such relief file oppositions within two business days (by noon on Monday, February 29, 2016). The District Court also scheduled a hearing for the day after that, Tuesday, March 1, 2016.

II. ARGENTINA'S UNILATERAL OFFER

60. Meanwhile, Argentina continued to refuse meaningful negotiations with certain Plaintiffs throughout February 2016, even as Argentina was attempting to persuade the District Court that its conduct had changed. The Plaintiffs holding defaulted bonds governed by New York law, for example, made specific counter-proposals that sought to ensure that similarly-situated bonds were treated the same – as required by the FAA. Argentina, however, chose not to respond, and instead negotiated almost exclusively with a discrete group of bondholders (most prominently, the lead NML plaintiffs).

61. As noted, on February 17, 2016, Argentina published on its website, in English, a unilateral settlement offer to all holders of defaulted bonds. The offer was comprised of a set of "Instructions for Bondholders to Accept its Settlement Proposal" (the "Instructions"), containing the economic terms of settlement, a "Master Settlement Agreement" (the "MSA"), and an "Agreement Schedule" by which a bondholder could accept the unilateral offer (together, the "Unilateral Settlement Offer"). Ex. 1.

62. The Instructions expressly stated that "Holders may become a party to a Settlement Agreement by executing and exchanging with the Republic a completed Agreement Schedule, the form of which is attached as Exhibit A to the Master Settlement Agreement." *See* Ex. 1.

63. The Agreement Schedule could be accepted by *any* holder of defaulted Argentina bonds. Indeed, the Agreement had a pre-signed acceptance as reflected by Argentina's signature line ("/s/")). *See* Ex. 1.

64. The Unilateral Settlement Offer did not exclude any bonds on the basis of any statute of limitations. The Unilateral Settlement Offer only limited defaulted bonds eligible to participate by excluding bonds governed by any "prescription" principles. *See* Ex. 1 (MSA at § 1) ("'Prescribed Claims' means claims (whether for principal or interest) arising under defaulted Republic of Argentina bonds as to which the contractual prescription period set out in the relevant instrument evidencing those bonds has expired.").

65. The relevant instruments governing Plaintiffs' bonds contain express "contractual prescription" provisions that do not encompass claims barred by the statute of limitations.

66. The FAA thus provides: "Claims against the Republic for payment in respect of the Securities and interest payments thereon shall be prescribed and become void unless made within 10 years (in the case of principal) and 5 years (in the case of interest) from the appropriate Relevant Date." FAA p. A-17.

67. The FAA defines the "Relevant Date" as "the date on which payment in respect thereof becomes due *or (if the full amount of the money payable on such date has not been received by the Fiscal Agent on or prior to such date)* the date on which notice is duly given to the holders . . . that such moneys have been so received and are available for payment." FAA § 7 (emphasis added).

68. The Terms and Conditions of the Notes annexed to the Trust Deed Provide: "Claims against the Republic for payment in respect of the Notes and Coupons . . . shall be prescribed and become void unless made within 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date in respect thereof." Terms and Conditions of the Notes annexed to the Trust Deed Section 9.

69. The Terms and Conditions of the Notes annexed to the Trust Deed define the "Relevant Date" as "the date on which payment in respect becomes due *or (if the full amount of the money payable has not been received by the Trustee or the Principal Paying Agent on or prior to such due date)* the date on which notice is duly given to the Noteholders . . . that such moneys have been so received and are available for payment." Terms and Conditions of the Notes annexed to the Trust Deed Section 8 (emphasis added).

70. The Offering Circular provides: "The presentation period provided in § 801 subparagraph 1 sentence 1 German Civil Code is reduced to ten years for the Bonds." Offering

Circular § 8.[2] German Civil Code Section 801 subparagraph 1 sentence 1 provides: "The claim under a bearer bond is extinguished at the end of thirty years after the occurrence of the time stipulated for payment if the document has not been presented to the issuer for redemption prior to the end of thirty years."

71. The German-law bonds were presented to Argentina (as the issuer) in 2006 and 2007 by Clearstream AG. Additionally, filing suit is, under German law, a form of presentation and certain Plaintiffs have filed suit with respect to the German-law bonds. *See* Schedule II.

72. The contractual prescription periods set out in each of the relevant instruments governing Plaintiffs' bonds have not expired.

73. In statements made to Plaintiffs, Argentina repeatedly confirmed that they were making a unilateral settlement offer that was only limited to prescription principles.

a. ATTESTOR AND TRINITY

74. On February 12, 2016, representatives of Argentina, including Luis Caputo, Argentina's Secretary of Finance, and Santiago Bausili, Argentina's Undersecretary of Finance, contacted and stated to Pierre Bour, a representative of Plaintiffs Attestor and Trinity, that the offer would be subject to contractual prescription. Argentina's interpretation of "prescription" was that for some New York law bonds, interest payments "timed out" after five years, and principal after ten years. Mr. Caputo stated that the prescription issue was only an issue for New York law bonds, and that foreign law bonds would be a "straight 150% of principal." Neither

[2] The statutory thirty year presentation period was not shortened in the relevant debt instruments for the following ISINs: DE0002466208, DE0002929452, DE0002998952, DE0004509005, DE0005450258,

Mr. Caputo nor Mr. Bausili raised any exclusion of bonds from the Unilateral Settlement Offer under any statute of limitations on the February 12, 2016, call with Attestor and Trinity.

75. On February 19, 2016, Mr. Bour emailed to Mr. Bausili lists of Attestor and Trinity's New York and foreign law holdings, ISIN by ISIN. Mr. Bausili responded "Thanks for this. The deadline today was for plaintiffs with an Injunction taking the Injunction Offer. . . . If you are saying that you have injunction and would like to take the Injunction Offer and we did not have time to reconcile your figures in time, we can consider taking your email as a 'stop of the clock' . . . ." Mr. Bour responded, by email to Mr. Bausili, stating "[b]ased on our calculations, our NY law bonds get to a claim amount of approximately 410[% of principal], hence a 27.5% discount on that would get to approx. 300[% of principal]." Mr. Bour later emailed Argentina a revised claim calculation "amount of approximately 380% [of principal] on our bonds." Argentina never disputed the 410% or the corrected 380% of principal claim calculations. A claim calculation of 380% of principal for Attestor and Trinity's New York law bonds would not be possible under Argentina's interpretation of the relevant contractual prescription provisions or its newly asserted exclusion based on New York's statute of limitations as interpreted by Argentina.

76. On March 7, 2016, after the March 2 Order, Mr. Bausili stated to Mr. Bour that it would only pay five years of interest and could not pay principal older than ten years under contractual prescription for New York law bonds. Mr. Bour noted to Mr. Bausili that the prescription periods of the New York law bonds had not yet run -- Mr. Bausili's response was that "in any case our lawyers say there is also statute of limitations, which is six years."

DE0003045357.

b. YELLOW CRANE

77. On February 16, 2016, a representative of Yellow Crane, Daniel Ehrmann, had a telephone conversation with Mr. Bausili. During that phone call, Mr. Bausili stated that the Unilateral Settlement Offer referenced "the time limitations written in the issuance documents." Mr. Bausili further clarified this statement indicating that the New York law issuance documents contained language limiting principal to 10 years and interest to 5 years, and that these were backwards from the filing of litigation. Mr. Ehrmann specifically inquired as to whether Mr. Bausili was referring to the New York law statute of limitations, and Mr. Bausili confirmed that the Unilateral Settlement Offer was only referring to contractual prescription. With respect to foreign law bonds, Mr. Bausili stated that there were no prescription problems with those bonds, and that they would receive 150% of the principal.

78. On February 17, 2016, Mr. Ehrmann emailed a list of Yellow Crane's foreign law holdings to Mr. Bausili. On February 23, 2016, Mr. Ehrmann emailed a list of Yellow Crane's New York law holdings to Mr. Bausili.

III. ARGENTINA'S SETTLEMENT WITH EACH PLAINTIFF

79. As a result of the Indicative Ruling, all Plaintiffs withdrew any prior counter-proposals and expressly accepted Argentina's Unilateral Settlement Offer on or before February 29, 2016, as alleged in detail below. Such acceptance by each Plaintiff was through the completion and execution of an Agreement Schedule, submitted to Argentina pursuant to the Instructions on or before the February 29 deadline.

80. Plaintiff ARAG-A executed and submitted, via e-mails to Argentina pursuant to the Instructions, its acceptances of the Unilateral Settlement Offer with respect to its NY- and

foreign-law bonds on February 29, 2016 in an aggregate Settlement Amount of $4,545,366.77 and 29,187,486.77 EUR. ("We are pleased to accept the Republic of Argentina's offer set forth in its Master Settlement Agreement with the enclosed acceptance submissions dated February 29, 2016").

81. Argentina acknowledged receipt of ARAG-A's acceptances of the Unilateral Settlement Offer on February 29, 2016.

82. Plaintiff ARAG-O executed and submitted, via e-mails to Argentina pursuant to the Instructions, its acceptances of the Unilateral Settlement Offer with respect to its NY- and foreign-law bonds on February 29, 2016 in an aggregate Settlement Amount of $20,010,006.07 and 51,625,289.78 EUR. ("We are pleased to accept the Republic of Argentina's offer set forth in its Master Settlement Agreement with the enclosed acceptance submissions dated February 29, 2016").

83. Argentina acknowledged receipt of ARAG-O's acceptances of the Unilateral Settlement Offer on February 29, 2016.

84. Plaintiff ARAG-T executed and submitted, via e-mails to Argentina pursuant to the Instructions, its acceptances of the Unilateral Settlement Offer with respect to its NY- and foreign-law bonds on February 29, 2016 in an aggregate Settlement Amount of $8,605,583.00 and 22,022,109.08 EUR. ("We are pleased to accept the Republic of Argentina's offer set forth in its Master Settlement Agreement with the enclosed acceptance submissions dated February 29, 2016").

85. Argentina acknowledged receipt of ARAG-T's acceptances of the Unilateral Settlement Offer on February 29, 2016.

86. Plaintiff ARAG-V executed and submitted, via e-mails to Argentina pursuant to the Instructions, its acceptances of the Unilateral Settlement Offer with respect to its NY- and foreign-law bonds on February 29, 2016 in an aggregate Settlement Amount of $2,868,677.42 and 12,247,325.94 EUR. ("We are pleased to accept the Republic of Argentina's offer set forth in its Master Settlement Agreement with the enclosed acceptance submissions dated February 29, 2016").

87. Argentina acknowledged receipt of ARAG-V's acceptances of the Unilateral Settlement Offer on February 29, 2016.

88. Plaintiff Yellow Crane executed and submitted, via e-mails to Argentina pursuant to the Instructions, its acceptances of the Unilateral Settlement Offer with respect to its NY- and foreign-law bonds on February 29, 2016 in an aggregate Settlement Amount of $372,973,490.76. ("Yellow Crane is pleased to accept the Republic of Argentina's offer set forth in its Master Settlement Agreement with the enclosed acceptance submissions dated February 29, 2016").

89. Plaintiff Trinity executed and submitted, via e-mails to Argentina pursuant to the Instructions, its acceptances of the Unilateral Settlement Offer with respect to its NY- and foreign-law bonds on February 29, 2016 in an aggregate Settlement Amount of $152,139,397.10 and 30,020,067.50 EUR. ("We are . . . pleased to now send over the signed forms and to accept the Republic of Argentina's offer set forth in its Master Settlement Agreement with the enclosed acceptance submission dated February 29th, 2016.").

90. Argentina acknowledged receipt of Trinity's acceptances of the Unilateral Settlement Offer on February 29, 2016.

91. Plaintiff Attestor executed and submitted, via e-mail to Argentina pursuant to the Instructions, its acceptance of the Unilateral Settlement Offer with respect to its NY-law bonds on February 29, 2016 in an aggregate Settlement Amount of $69,115,701.82. ("We are . . . pleased to now send over the signed forms and to accept the Republic of Argentina's offer set forth in its Master Settlement Agreement with the enclosed acceptance submission dated February 29th, 2016.").

92. Argentina acknowledged receipt of Attestor's acceptance of the Unilateral Settlement Offer on February 29, 2016.

93. Plaintiff White Hawthorne executed and submitted, via e-mail to Argentina pursuant to the Instructions, its acceptance of the Unilateral Settlement Offer with respect to its NY-law bonds on February 29, 2016 in an aggregate Settlement Amount of $ 69,634,547.

94. Argentina acknowledged receipt of White Hawthorne's acceptance of the Unilateral Settlement Offer on February 29, 2016 and March 1, 2016.

95. Plaintiff White Hawthorne II executed and submitted, via e-mail to Argentina pursuant to the Instructions, its acceptance of the Unilateral Settlement Offer with respect to its NY-law bonds on February 29, 2016 in an aggregate Settlement Amount of $ 20,744,834.

96. Argentina acknowledged receipt of White Hawthorne II's acceptance of the Unilateral Settlement Offer on March 1, 2016.

97. Plaintiff Bybrook executed and submitted, via e-mail to Argentina pursuant to the Instructions, its acceptance of the Unilateral Settlement Offer with respect to its NY-law bonds on February 29, 2016 in an aggregate Settlement Amount of $63,020,779.78. ("Please find attached the Master Settlement Agreements for Bybrook Capital LLP, investment manager acting on behalf of injunction holders Bybrook Capital Master Fund LP and Bybrook Capital Hazelton Fund LP.").

98. Argentina acknowledged receipt of Bybrook's acceptance of the Unilateral Settlement Offer on February 29, 2016, but stated that Bybrook was "not taking into account the Status [sic] of Limitation for your claim."

99. Plaintiff MCHA executed and submitted, via e-mail to Argentina pursuant to the Instructions, its acceptance of the Unilateral Settlement Offer on behalf of all of its NY- and foreign-law bonds on February 28, 2016 in an aggregate Settlement Amount of $286,999,132.34 & 34,510,850.14 EUR. ("We are pleased to accept the Republic of Argentina's offer set forth in its Master Settlement Agreement with the enclosed acceptance submission dated February 28, 2016").

100. Argentina acknowledged receipt of MCHA's acceptance of the Unilateral Settlement Offer on February 29, 2016 ("We have received your documentation succes[s]fully. We consider this last Settlement Agreement."). Only in a later, separate email did Argentina state that MCHA was "not taking into account Status [sic] of Limitation on your figures."

IV. ARGENTINA SUBMITS VARIOUS SETTLEMENT AGREEMENTS IN PRINCIPLE IN SUPPORT OF ITS REQUEST TO LIFT THE PARI PASSU INJUNCTIONS WHICH DEMONSTRATE THAT THE UNILATERAL OFFER DID NOT EXCLUDE BONDS BASED ON STATUTE OF LIMITATIONS DEFENSES

101. On February 29, 2016 – Argentina's self-imposed deadline acceptance of its Unilateral Settlement Offer – Argentina filed a supplemental memorandum (the "Supplemental Memorandum") with the District Court in further support of its request to lift the pari passu injunctions. Argentina relied on its settlement momentum to date as reflected in certain agreements in principle submitted therewith as a reason why its motion for the District Court to enter the Indicative Ruling should be granted: "Those [settlement] discussions have already yielded numerous settlements, totaling in excess of $6.2 billion with plaintiffs in these actions alone, plus additional amounts with other holders of defaulted debt").

102. Argentina further stated in the Supplemental Memorandum that "[t]he February 29 date in the Republic's proposed Order signifies that any plaintiff who has reached an agreement to settle with the Republic by that date *must be paid* as a precondition to vacating the Injunctions." (emphasis added).

103. In support of its Supplemental Memorandum, Argentina also submitted the Second Supplemental Declaration of Undersecretary of Finance, Santiago Bausili (the "Bausili Declaration"). Ex. 2.

104. The Bausili Declaration swore that Argentina "has entered into agreements in principle to settle claims made by numerous bondholders." *Id.* at ¶ 6. Indeed, Mr. Bausili attached as exhibits to his declaration several such Agreements in Principle, expressly identified as such.

105. "Attached as Exhibit 7" to the Bausili Declaration was "a true and correct copy of the Agreement in Principle between VR Global Partners, L.P. and the Republic of Argentina, executed as of February 19, 2016." *Id.* at ¶ 11 and Exhibit 7. The Agreement in Principle with

VR Global Partners, L.P., included a rider that stated, among other things, that "no Prescribed Claims exist with respect to the Bonds listed on the attachment to this Agreement Schedule, and the Republic will not assert that the Holder's claims to any Bonds listed thereon are untimely, or otherwise time-barred." Ex. 2 (Exhibit 7).

106. "Attached as Exhibit 8" to the Bausili Declaration was "a true and correct copy of the Agreement in Principle between Procella Holdings, L.P., and the Republic of Argentina, executed as of February 19, 2016." *Id.* at ¶ 12 and Exhibit 8. The Agreement in Principle with Procella Holdings, L.P., included a rider that stated, among other things, that "no Prescribed Claims exist with respect to the Bonds listed on the attachment to this Agreement Schedule, and the Republic will not assert that the Holder's claims to any Bonds listed thereon are untimely, or otherwise time-barred." Ex. 2 (Exhibit 8).

107. "Attached as Exhibit 9" to the Bausili Declaration was "a true and correct copy of the Agreement in Principle between Red Pines LLC and the Republic of Argentina, executed as of February 28, 2016." *Id.* at ¶ 13 and Exhibit 9. Argentina thus entered into settlements with several bondholders between February 19, 2016 and its self-created February 29, 2016 deadline that did not exclude *any* bonds as allegedly time-barred, even though such settlements covered bonds with maturity dates as early as 2002 and 2003. Certain of the Plaintiffs hold the exact same bonds as those bondholders whose settlements were attached to the Bausili Declaration.

108. The day after Argentina filed the Supplemental Memorandum and the supporting Bausili Declaration, certain Plaintiffs filed a letter (the "February 29 Letter") with the District Court in Case No. 08-6978 (S.D.N.Y.) stating that they, too, had reached agreements in principle

to settle with Argentina and that they "entered into these settlements in reliance on the District Court's February 19, 2016 Indicative Ruling - and Argentina's representations made to the District Court - and its requirement that the [Plaintiffs] are entitled to payment in full in accordance with their settlements as a condition to the lifting of the injunctions."

109. Argentina did not dispute the statements made in the February 29 Letter.

110. On March 1, 2016, the District Court heard argument from Argentina, the lead plaintiffs, the undersigned Plaintiffs, and numerous other affected parties. Undersigned counsel for Plaintiffs stated on the record that their clients had all accepted Argentina's Unilateral Settlement Offer and entered into binding Agreements in Principle.

111. Again, Argentina did not dispute during this argument that Plaintiffs had entered into Agreements in Principle in reliance on the requirement in the Indicative Ruling that they would be entitled to payment in full pursuant thereto as a condition to lifting the Injunctions.

V. ARGENTINA'S SETTLEMENT AGREEMENTS WITH SIMILARLY SITUATED BONDHOLDERS

112. On February 16, 2016, Honero Fund I, LLC ("Honero") submitted a spreadsheet of its bond holdings and sought confirmation of prior telephonic advice from a representative of Argentina that Argentina was "offering 150% of principal/face value for all of the bonds in the attached spreadsheet." Argentina responded the next day with a link to a form of "Master Settlement Agreement" published on a government website. It wrote: "we were working on providing the following link and agreement for you to executed. . . . **We did not find any issues in the list of ISINs that you sent us."** (emphasis added).

113. On February 18, at Argentina's request, Honero had emailed an executed Agreement Schedule to Argentina covering all of its claims for principal and interest owed under the defaulted bonds it held. Honero's submission was on Argentina's form, with only one change, the addition of a rider expressly stating that Argentina "will not assert that the Holder's claims to any Bonds listed thereon are untimely or otherwise time-barred." Honero's cover email flagged the rider, and advised that perhaps as much as 73% of the foreign-law plaintiff group (holding roughly $500 million equivalent in agreement principal amount) would accept the same terms. Argentina responded that "[a]ll isins that were involved in litigation before their prescription date should be fine." Later, on February 18, 2016, Argentina stated, by email, that "We will need to reconcile tomorrow morning. . . . The main thing is to match the amount of each bond involved in each docket number. With that done, it is easy."

114. The next morning, Mr. Lee, of Honero, e-mailed Argentina again, advising that he understood that group support now exceeded 90%. A few hours later, Argentina responded, stating: "**We will be okay with the rider.** We will need to however reconcile isins into cases as mentioned before." (emphasis added). Late that afternoon, the District Court entered the Indicative Ruling. Following the entry of the Indicative Ruling, Argentina reneged on its agreement with Honero, first stating "[w]e are working on the reconciliation of the EUR where some bonds may have prescribed," and shortly thereafter stating "we reviewed your calculation and we believe that you are not taking into consideration the statu[te] of limitations."

115. On February 25, 2016, Argentina emailed Honero again, referring only to prescription principles (albeit an incorrect interpretation of the language of the New York law bond instruments), rather than statute of limitations: "The instruments that you have into the

injunction order [do] not have monetary judgment[s], then you can choose the standard offer or the total claim less (27,5% o[r] 30%) considering for the calculation the cash flow no prescribe as of January 31, 2016. (Interest: five years previous of the filing day of your complaint; and for principal the complaint day should be prior of the 10 year after the maturity)."

116. Upon information and belief, after this action was commenced and pending here, and while certain related appeals were pending in the Court of Appeals for the Second Circuit, on or about April 5, 2016, Argentina circulated to certain now former plaintiffs a new proposal entitled "Master Settlement Agreement" (the "April 5 Proposal"). The April 5 Proposal for the first time included a reference to "statute of limitations," in which Argentina preserved its rights to assert statute of limitations defenses in the event that the new offer was accepted but did not close. The April 5 Proposal also imposed upon an accepting party a specific undertaking to withdraw from participation in the Second Circuit appeal as well as this proceeding.

117. Upon information and belief, Red Pines LLC was among the first entities solicited by Argentina with the April 5 Proposal.

118. According to a public announcement from Special Master Daniel Pollack, Esq., Red Pines entered into a new agreement with Argentina on or about April 6, 2016.

119. According to a public announcement from Special Master Daniel Pollack, Spinnaker Global Emerging Markets Fund, Ltd. and Spinnaker Global Special Situations Fund LP also reached new agreements with Argentina on April 6, 2016.

120. On April 7, 2016, Honero entered into a new agreement with Argentina.

121. Red Pines, the Spinnaker entities and Honero collectively hold, and had previously submitted acceptances on, substantially the same foreign and New York law bonds that the Plaintiffs herein also submitted acceptances on in connection with Argentina's Unilateral Settlement Offer.

122. The precise terms of the April 6 and 7 Agreements have not been made public. However, upon information and belief, the economic rationale applied by Argentina in calculating a "Settlement Amount" under those agreements is consistent with a "prescription" approach to excluding bonds (albeit as applied by Argentina incorrectly with respect to New York-law bonds), and inconsistent with the assertion of a statute of limitations exclusion as interpreted by Argentina.

VI. ENTRY OF ORDER SETTING FORTH CONDITIONS UNDER WHICH THE INJUNCTIONS WOULD BE VACATED

123. The following day, the District Court issued the March 2 Order, which stated that the Injunctions would be lifted upon Argentina's satisfaction of the following two conditions precedent:

> (1) The Republic repeals all legislative obstacles to settlement with the FAA bondholders, including the Lock Law and the Sovereign Payment law;
>
> (2) For all plaintiffs that entered into agreements in principle with the Republic on or before February 29, 2016, Argentina must make full payment in accordance with the specific terms of each such agreement. The Republic must also notify the court once those plaintiffs have all received full payment.

March 2 Order at 5 (emphasis added).

124. The March 2 Order also required Argentina's submission of a notice stating its compliance therewith. *Id.* The majority of Plaintiffs in the Me-Too Actions filed Notices of Appeal from the March 2 Order.

125. On March 2, 2016, the Plaintiffs that are parties to the *Red Pines* and *Trinity* actions requested, with Argentina's assent, an extension of time to file reply submissions on certain pending cross-motions in their underlying litigation requesting injunctive relief due to Argentina's breach of various *pari passu* provisions. The letters recited that all Plaintiffs in the *Red Pines* and *Trinity* proceedings had accepted Argentina's offer of settlement. *See Trinity* [Dkt. No. 51]; *Red Pines* [Dkt. No. 51]("[A]ll Plaintiffs have accepted the Republic of Argentina's offer of settlement . . . Once settlements are consummated, the actions will be dismissed in accordance with the terms of the Master Settlement Agreement."). The District Court granted the extension requests. *Trinity* [Dkt. No. 52]; *Red Pines* [Dkt. No. 52].

126. On March 11, 2016, Argentina formally advised through its counsel that it would seek to renege on its settlement agreements with the Plaintiffs. *See* Ex. 3 (email from S. Willett, counsel for Foreign-law Bondholders, to M. Paskin, counsel for Argentina, dated March 11, 2016).

127. Although each of the Plaintiffs accepted the Unilateral Settlement Offer and thus entered into binding Settlement Agreements, *see supra* ¶¶ 77-108, Argentina began to seek to renege on acceptances with respect to bonds based on a purported statute of limitations defense – even as to certain bonds that would have not yet matured. Such a limitation, however, was not a condition to the Unilateral Settlement Offer. Indeed, in the initial days after receiving Plaintiffs'

acceptances of the Unilateral Settlement Offer, with respect to most of the Plaintiffs Argentina acknowledged receipt of the acceptance without articulating any such purported limitation.

128. Having obtained preliminary indications from the District Court that the Injunctions might be lifted, Argentina has now embarked on a strategy to deny as many claims as possible and reduce the number of settlements reached recognizing that, absent the Injunctions, it will never pay and never have to pay any claim which is not part of the settlement.

129. Indeed, Argentina's new purported statute of limitation reservation is inconsistent with the Agreements in Principle that it reached on February 19, 2016 with VR Global Partners, L.P. and Procella Holdings, L.P., and on February 28, 2016 with Red Pines LLC – none of which excluded certain claims on the basis for statute of limitations. By presenting these Agreements in Principle with the District Court in support of its motion to vacate the Injunctions, Argentina confirmed that its reservation in the Unilateral Settlement Offer concerning contractually prescribed bonds did not limit its settlements based on any statute of limitations theory.

130. On March 21, 2016, Argentina stated in its opening brief in the Second Circuit appeal regarding the March 2 Order that "[s]ome of the remaining bondholders have tried to seek settlement with respect to bonds that are outside the statute of limitations period and thus not the basis for valid claims."

131. Argentina again expressly sought to renege on the Settlement Agreements reached with certain Plaintiffs on March 21, 2016: "While those bondholders submitted offers to settle by February 29, the Republic has not accepted those offers because they include claims that the Republic believes are time-barred."

132. Notwithstanding the coercive terms of the Unilateral Settlement Offer, which Plaintiffs felt compelled to accept without the benefit of substantive negotiations with Argentina given the terms of the Indicative Rulings and the host of inequities engineered by Argentina throughout the truncated settlement "process," Plaintiffs have entered into binding settlement contracts. Argentina must not be allowed to renege on such contracts.

133. Plaintiffs are and will continue to be irreparably harmed if Argentina is permitted to notify the District Court that all plaintiffs have received full payment in satisfaction of the second condition precedent in the March 2 Order without first having made full payment to Plaintiffs pursuant to the Settlement Agreements, as Plaintiffs are being and will be left wholly without the protections of the injunctive relief that has continuously been found by the District Court and the Second Circuit to be necessary to prevent irreparable harm, and with no assurance of payment by Argentina under the binding Settlement Agreements.

FIRST CLAIM FOR RELIEF
(For Declaratory Judgment)

134. Plaintiffs repeat, reiterate, and reallege each and every allegation of paragraphs 1 through 133 of this Complaint as is fully set forth herein.

135. On or before February 29, 2016, each Plaintiff entered into one or more binding settlement contracts with Argentina as memorialized in the Settlement Agreements.

136. Argentina has improperly attempted to repudiate the parties' contracts.

137. Argentina has expressly stated that it does not view the Settlement Agreements as binding agreements.

138. The March 2 Order requires that all "agreements in principle" with Argentina on or prior to February 29, 2016, must be paid in full as a condition precedent to the vacating of the Injunctions.

139. An actual controversy has arisen and exists between the parties regarding the enforceability of the Settlement Agreements.

140. An actual controversy also exists between the parties regarding the enforceability of the Settlement Agreements and whether Plaintiffs "entered into agreements in principle with the Republic on or before February 29, 2016."

141. By virtue of Argentina's attempt to unilaterally void its binding obligations to Plaintiffs, Plaintiffs are entitled to a judgment pursuant to 28 U.S.C. § 2201 declaring that the Settlement Agreements are binding contracts that contain no "Prescribed Claims" and that the Settlement Agreements are entitled to full force and effect.

142. Plaintiffs are also entitled to a judgment pursuant to 28 U.S.C. § 2201 declaring that because they "entered into agreements in principle with the Republic on or before February 29, 2016," Argentina must make payment in accordance with the specific terms of the Settlement Agreements as a condition precedent to vacatur of the Injunctions under the terms of the March 2 Order.

SECOND CLAIM FOR RELIEF
(For Injunctive Relief)

143. Plaintiffs repeat, reiterate, and reallege each and every allegation of paragraphs 1 through 133 of this Complaint as is fully set forth herein.

144. Pursuant to the March 2 Order, "[f]or all plaintiffs that entered into agreements in principle with the Republic on or before February 29, 2016, the Republic must make full payment in accordance with the specific terms of each such agreement. The Republic must also notify the court once those plaintiffs have all received full payment."

145. The Settlement Agreements are "agreements in principle [entered into] with the Republic on or before February 29, 2016."

146. Under the terms of the March 2 Order, the Injunctions may not be lifted until Argentina makes full payment in accordance with the "specific terms" of the Settlement Agreements.

147. Under the terms of the March 2 Order, the Injunctions may not be lifted until Argentina notifies the District Court that all plaintiffs have received full payment under the Settlement Agreements.

148. Argentina has expressly stated that it does not view the Settlement Agreements as binding agreements.

149. Plaintiffs are and will be irreparably harmed absent the relief requested.

150. Remedies available at law are inadequate to compensate for the injuries alleged in this Second Claim for Relief.

151. Argentina is capable of performing its obligations pursuant to the Settlement Agreements.

152. The balance of equities tips toward the issuance of an injunction enjoining Argentina from submitting any notification to the District Court that all plaintiffs have received full payment under "agreements in principle [entered into] with the Republic on or before February 29, 2016" without first having made full payment in accordance with the specific terms of each such Settlement Agreement with Plaintiffs.

153. The public interest will be served by entry of the injunctive relief prayed for in this Complaint.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against Argentina, as follows:

a. A determination and declaration that each of the Settlement Agreements is in full force and effect, contains no "Prescribed Claims" and is a binding contract between the applicable Plaintiff and Argentina.

b. A determination and declaration that each of the Settlement Agreements is an "agreement[] in principle with the Republic [entered] on or before February 29, 2016," and that under the terms of the March 2 Order, Argentina must make full payment in accordance with the specific terms of each such Settlement Agreement in order for the second condition precedent for the vacating of the Injunctions under the March 2 Order to be satisfied.

c. Issuing an injunction enjoining Argentina from submitting any notification to the District Court that all plaintiffs who entered into agreements in principle with Argentina on or before February 29, 2016 have received full payment without first having made full payment to Plaintiffs in accordance with the specific terms of each such Settlement Agreement.

d. Requiring Argentina to (i) post a bond in favor of each Plaintiff with respect to each Plaintiff's alleged Settlement Amount, or (ii) place into escrow each Plaintiff's alleged Settlement Amount pending a final order on the First Claim for Relief.

e. Awarding each of the Plaintiffs its costs, attorneys' fees, and such other and further relief as this Court shall deem just and proper.

Dated: New York, New York
April 7, 2016

/s/ Timothy B. DeSieno

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Counsel to Plaintiffs

SCHEDULE I

Plaintiff	*ISIN*	*Governing Debt Instrument*
ARAG-A		
	US040114AN02	October 19, 1994 Fiscal Agency Agreement (the "FAA")
	US040114AR16	FAA
	US040114AZ32	FAA
	US040114FC91	FAA
	US040114GG96	FAA
	US040114AH34	FAA
	US040114AN02	FAA
	US040114BE93	FAA
	US040224GA27	FAA
	US040114GF14	FAA
	US040114GH79	FAA
	XS0086333472	FAA
	US040114GD65	FAA
	US040114GH79	FAA
	CH0005458101	November 26, 1996 prospectus (the "CH0005458101 Prospectus")

Plaintiff	*ISIN*	*Governing Debt Instrument*
	XS0105694789	Trust Deed dated as of July 23, 1993 (the "Trust Deed")
	XS0124528703	Trust Deed
	DE0005450258	September 7, 2000 offering circular (the "DE0005450258 Offering Circular")
	DE0001300200	November 14, 1995 information memorandum (the "DE0001300200 Information Memorandum")
	DE0004509005	January 26, 2000 offering circular, as amended (the "DE0004509005 Offering Circular")
	DE0001308609	February 6, 1996 information memorandum (the "DE0001308609 Information Memorandum")
	DE0004500558	December 7, 1999 offering circular (the "DE0004500558 Offering Circular")
	DE0001319507	April 10, 2996 prospectus (the "DE0001319507 Prospectus")
	DE0001325017	October 1996 prospectus (the "DE0001325017 Prospectus")
	DE0001348100	November 13, 1996 prospectus (the "DE0001348100 Prospectus")
	DE0001340917	September 19, 1996 prospectus (the "DE0001340917 Prospectus")
	DE0001904308	March 18, 1997 offering circular (the "DE0001904308 Offering Circular")
	XS0098314874	Trust Deed
	DE0002966900	April 21, 1999 offering circular (the "DE0002966900 Offering Circular")
	DE0001974608	February 26, 1998 offering circular (the "DE0001974608 Offering Circular")

Plaintiff	*ISIN*	*Governing Debt Instrument*
	DE0001354751	December 31, 1996 offering circular (the "DE0001354751 Offering Circular")
	DE0003089850	June 30, 1999 offering circular (the "DE0003089850 Offering Circular")
	XS0089277825	Trust Deed
	XS0109203298	Trust Deed
	DE0001954907	October 30, 1997 offering circular (the "DE0001954907 Offering Circular")
	XS0084071421	Trust Deed
	DE0002998952	April 26, 1999 offering circular (the "DE0002998952 Offering Circular")
	USP8055KFQ33	Trust Deed
	DE0003045357	June 4, 1999 offering circular (the "DE0003045357 Offering Circular")
	DE0002466208	June 20, 2000 offering circular (the "DE0002466208 Offering Circular")
	DE0001340909	October 1996 prospectus (the "DE0001340909 Prospectus")
	DE0002929452	March 19, 1999 offering circular (the "DE0002929452 Offering Circular")
	XS0113833510	Trust Deed
	DE0003527966	October 21, 1999 offering circular (the "DE0003527966 Offering Circular")
	DE0001767101	November 17, 1998 subscription agreement (the "DE0001767101 Subscription Agreement")
	DE0003538914	November 24, 1999 offering circular (the "DE0003538914 Offering Circular")

Plaintiff	*ISIN*	*Governing Debt Instrument*
	XS0077243730	Trust Deed
	ARARGE031633	May 22, 2001 prospectus (the "ARARGE031633 Prospectus")
ARAG-O		
	US040114AN02	FAA
	US040114AR16	FAA
	US040114AZ32	FAA
	US040114FC91	FAA
	US040114GG96	FAA
	US040114AH34	FAA
	US040114AN02	FAA
	US040114BE93	FAA
	US040224GA27	FAA
	US040114GF14	FAA
	US040114GH79	FAA
	XS0086333472	FAA
	US040114GD65	FAA

Plaintiff	*ISIN*	*Governing Debt Instrument*
	US040114GH79	FAA
	CH0005458101	CH0005458101 Prospectus
	XS0105694789	Trust Deed
	XS0124528703	Trust Deed
	DE0005450258	DE0005450258 Offering Circular
	DE0001300200	DE0001300200 Information Memorandum
	DE0004509005	DE0004509005 Offering Circular
	DE0001308609	DE0001308609 Information Memorandum
	DE0004500558	DE0004500558 Offering Circular
	DE0001319507	DE0001319507 Prospectus
	DE0001325017	DE0001325017 Prospectus
	DE0001348100	DE0001348100 Prospectus
	DE0001340917	DE0001340917 Prospectus
	DE0001904308	DE0001904308 Offering Circular
	XS0098314874	Trust Deed
	DE0001974608	DE0001974608 Offering Circular

Plaintiff	*ISIN*	*Governing Debt Instrument*
	DE0001354751	DE0001354751 Offering Circular
	XS0089277825	Trust Deed
	XS0109203298	Trust Deed
	XS0084071421	Trust Deed
	DE0002998952	DE0002998952 Offering Circular
	USP8055KFQ33	Trust Deed
	DE0003045357	DE0003045357 Offering Circular
	DE0002466208	DE0002466208 Offering Circular
	DE0001340909	DE0001340909 Prospectus
	DE0002929452	DE0002929452 Offering Circular
	XS0113833510	Trust Deed
	DE0003527966	DE0003527966 Offering Circular
	DE0001767101	DE0001767101 Subscription Agreement
	DE0003538914	DE0003538914 Offering Circular
	XS0077243730	Trust Deed
	ARARGE031633	ARARGE031633 Prospectus

Plaintiff	*ISIN*	*Governing Debt Instrument*
ARAG-T		
	US040114AN02	FAA
	US040114AR16	FAA
	US040114AZ32	FAA
	US040114FC91	FAA
	US040114GG96	FAA
	US040114AH34	FAA
	US040114AN02	FAA
	US040114BE93	FAA
	US040224GA27	FAA
	US040114GF14	FAA
	US040114GH79	FAA
	XS0086333472	FAA
	US040114GD65	FAA
	US040114GH79	FAA
	CH0005458101	CH0005458101 Prospectus

Plaintiff	*ISIN*	*Governing Debt Instrument*
	XS0105694789	Trust Deed
	XS0124528703	Trust Deed
	DE0005450258	DE0005450258 Offering Circular
	DE0001300200	DE0001300200 Information Memorandum
	DE0004509005	DE0004509005 Offering Circular
	DE0001308609	DE0001308609 Information Memorandum
	DE0004500558	DE0004500558 Offering Circular
	DE0001319507	DE0001319507 Prospectus
	DE0001325017	DE0001325017 Prospectus
	DE0001348100	DE0001348100 Prospectus
	DE0001340917	DE0001340917 Prospectus
	DE0001904308	DE0001904308 Offering Circular
	XS0098314874	Trust Deed
	DE0001974608	DE0001974608 Offering Circular
	DE0001354751	DE0001354751 Offering Circular
	XS0089277825	Trust Deed

Plaintiff	*ISIN*	*Governing Debt Instrument*
	XS0109203298	Trust Deed
	XS0084071421	Trust Deed
	DE0002998952	DE0002998952 Offering Circular
	USP8055KFQ33	Trust Deed
	DE0003045357	DE0003045357 Offering Circular
	DE0002466208	DE0002466208 Offering Circular
	DE0001340909	DE0001340909 Prospectus
	DE0002929452	DE0002929452 Offering Circular
	XS0113833510	Trust Deed
	DE0003527966	DE0003527966 Offering Circular
	DE0001767101	DE0001767101 Subscription Agreement
	DE0003538914	DE0003538914 Offering Circular
	XS0077243730	Trust Deed
	ARARGE031633	ARARGE031633 Prospectus
ARAG-V		
	US040114AN02	FAA

Plaintiff	*ISIN*	*Governing Debt Instrument*
	US040114AR16	FAA
	US040114AH34	FAA
	US040114AN02	FAA
	US040114BE93	FAA
	US040224GA27	FAA
	US040114GF14	FAA
	US040114GH79	FAA
	XS0086333472	FAA
	US040114GD65	FAA
	US040114GH79	FAA
	CH0005458101	CH0005458101 Prospectus
	XS0105694789	Trust Deed
	XS0124528703	Trust Deed
	DE0005450258	DE0005450258 Offering Circular
	DE0001300200	DE0001300200 Information Memorandum
	DE0004509005	DE0004509005 Offering Circular

Plaintiff	*ISIN*	*Governing Debt Instrument*
	DE0001308609	DE0001308609 Information Memorandum
	DE0004500558	DE0004500558 Offering Circular
	DE0001319507	DE0001319507 Prospectus
	DE0001325017	DE0001325017 Prospectus
	DE0001348100	DE0001348100 Prospectus
	DE0001340917	DE0001340917 Prospectus
	DE0001904308	DE0001904308 Offering Circular
	DE0001974608	DE0001974608 Offering Circular
	DE0001354751	DE0001354751 Offering Circular
	XS0089277825	Trust Deed
	XS0109203298	Trust Deed
	XS0084071421	Trust Deed
	DE0002998952	DE0002998952 Offering Circular
	USP8055KFQ33	Trust Deed
	DE0003045357	DE0003045357 Offering Circular
	DE0002466208	DE0002466208 Offering Circular

Plaintiff	*ISIN*	*Governing Debt Instrument*
	DE0001340909	DE0001340909 Prospectus
	DE0002929452	DE0002929452 Offering Circular
	XS0113833510	Trust Deed
	DE0003527966	DE0003527966 Offering Circular
	DE0001767101	DE0001767101 Subscription Agreement
	DE0003538914	DE0003538914 Offering Circular
	XS0077243730	Trust Deed
	ARARGE031633	ARARGE031633 Prospectus
Attestor		
	US040114AH34	FAA
	US040114AN02	FAA
	US040114AR16	FAA
	US040114AV28	FAA
	US040114AZ32	FAA
	US040114BE93	FAA
	US040114FC91	FAA

Plaintiff	*ISIN*	*Governing Debt Instrument*
	US040114GA27	FAA
	US040114GF14	FAA
	US040114GG96	FAA
	US040114FB19	FAA
	US040114GD65	FAA
	US040114GH79	FAA
	US040114GA27	FAA
	US040114GG96	FAA
	XS0086333472	FAA
Bybrook		
	US040114AR16	FAA
	US040114FC91	FAA
	US040114AV28	FAA
	US040114BE93	FAA
	US040114FB19	FAA
	US040114GA27	FAA

Plaintiff	*ISIN*	*Governing Debt Instrument*
	US040114GD65	FAA
Hazelton		
	US040114AR16	FAA
	US040114AV28	FAA
	US040114FB19	FAA
	US040114FC91	FAA
	US040114GD65	FAA
MCHA		
	US040114AR16	FAA
	US040114AV28	FAA
	US040114BE93	FAA
	US040114FC91	FAA
	US040114GA27	FAA
	US040114GD65	FAA
	US040114GG96	FAA
	US040114GH79	FAA

Plaintiff	*ISIN*	*Governing Debt Instrument*
	US040114GB00	FAA
	US040114GF14	FAA
	US040114BC38	FAA
	XS0089277825	Trust Deed
	DE0003527966	DE0003527966 Offering Circular
	DE0001308609	DE0001308609 Information Memorandum
	DE0002466208	DE0002466208 Offering Circular
	DE0001904308	DE0001904308 Offering Circular
	DE0003089850	DE0003089850 Offering Circular
	DE0004500558	DE0004500558 Offering Circular
	DE0005450258	DE0005450258 Offering Circular
	DE0001974608	DE0001974608 Offering Circular
	DE0002966900	DE0002966900 Offering Circular
	DE0003045357	DE0003045357 Offering Circular
	DE0001954907	DE0001954907 Offering Circular
	DE0002483203	July 14, 1998 offering circular (the "DE0002483203 Offering Circular")

Plaintiff	*ISIN*	*Governing Debt Instrument*
	DE0001325017	DE0001325017 Prospectus
	DE0001340917	DE0001340917 Prospectus
	DE0001348100	DE0001348100 Prospectus
Trinity		
	US040114AH34	FAA
	ARARGE03H413	FAA
	US040114AN02	FAA
	US040114AR16	FAA
	US040114AV28	FAA
	US040114BE93	FAA
	US040114FC91	FAA
	US040114GA27	FAA
	US040114GD65	FAA
	US040114GF14	FAA
	US040114GG96	FAA
	US040114GH79	FAA

Plaintiff	*ISIN*	*Governing Debt Instrument*
	XS0086333472	FAA
	XS0084071421	Trust Deed
	XS0113833510	Trust Deed
	XS0105694789	Trust Deed
	USP8055KFQ33	Trust Deed
	XS0124528703	Trust Deed
	XS0103457585	Trust Deed
	XS0089277825	Trust Deed
	DE0002466208	DE0002466208 Offering Circular
	DE0002929452	DE0002929452 Offering Circular
	DE0001904308	DE0001904308 Offering Circular
	DE0003089850	DE0003089850 Offering Circular
	DE0004500558	DE0004500558 Offering Circular
	DE0001354751	DE0001354751 Offering Circular
	DE0002488509	July 29, 1998 information memorandum (the "DE0002488509 Information Memorandum")
	DE0001319507	DE0001319507 Prospectus

Plaintiff	*ISIN*	*Governing Debt Instrument*
	DE0004509005	DE0004509005 Offering Circular
	DE0001974608	DE0001974608 Offering Circular
	DE0002923851	February 26, 1999 offering circular (the "DE0002923851 Offering Circular")
	DE0001767101	DE0001767101 Subscription Agreement
	DE0003045357	DE0003045357 Offering Circular
	DE0001954907	DE0001954907 Offering Circular
	DE0002483203	DE0002483203 Offering Circular
	DE0001325017	DE0001325017 Prospectus
	DE0001340917	DE0001340917 Prospectus
	DE0001348100	DE0001348100 Prospectus
White Hawthorne		
	XS0043119147	FAA
	US040114AR16	FAA
	US040114GG96	FAA
	US040114AV28	FAA
	US040114FC91	FAA

Plaintiff	*ISIN*	*Governing Debt Instrument*
	US040114GD65	FAA
	US040114GH79	FAA
White Hawthorne II		
	ARARGE03H413	FAA
	US040114AR16	FAA
	XS0043119147	FAA
Yellow Crane		
	ARARGE03H413	FAA
	US040114AN02	FAA
	US040114AR16	FAA
	US040114AZ32	FAA
	US040114BE93	FAA
	XS0086333472	FAA
	US040114AH34	FAA
	US040114FC91	FAA
	US040114GF14	FAA

Plaintiff	*ISIN*	*Governing Debt Instrument*
	US040114AV28	FAA
	US040114AW01	FAA
	US040114BC38	FAA
	US040114GA27	FAA
	US040114GB00	FAA
	US040114GD65	FAA
	US040114GG96	FAA
	US040114GH79	FAA
	XS0098314874	Trust Deed
	XS0084071421	Trust Deed
	XS0070531420	Trust Deed
	XS0081057589	Trust Deed
	XS0096960751	Trust Deed
	XS0080809253	Trust Deed
	XS0076397248	Trust Deed
	XS0113833510	Trust Deed

Plaintiff	*ISIN*	*Governing Debt Instrument*
	XS0109203298	Trust Deed
	XS0105224470	Trust Deed
	XS0105694789	Trust Deed
	USP8055KFQ33	Trust Deed
	XS0088590863	Trust Deed
	XS0071898349	Trust Deed
	XS0124528703	Trust Deed
	XS0078502399	Trust Deed
	XS0103457585	Trust Deed
	XS0084832483	Trust Deed
	XS0089277825	Trust Deed
	XS0098314874	Trust Deed
	DE0003527966	DE0003527966 Offering Circular
	DE0001300200	DE0001300200 Information Memorandum
	DE0001308609	DE0001308609 Information Memorandum
	DE0002466208	DE0002466208 Offering Circular

Plaintiff	*ISIN*	*Governing Debt Instrument*
	DE0001340909	DE0001340909 Prospectus
	DE0003538914	DE0003538914 Offering Circular
	DE0002929452	DE0002929452 Offering Circular
	DE0001904308	DE0001904308 Offering Circular
	DE0003089850	DE0003089850 Offering Circular
	DE0004500558	DE0004500558 Offering Circular
	DE0001354751	DE0001354751 Offering Circular
	DE0002488509	DE0002488509 Information Memorandum
	DE0001319507	DE0001319507 Prospectus
	DE0002998952	DE0002998952 Offering Circular
	DE0004509005	DE0004509005 Offering Circular
	DE0005450258	DE0005450258 Offering Circular
	DE0001974608	DE0001974608 Offering Circular
	DE0002923851	DE0002923851 Offering Circular
	DE0002966900	DE0002966900 Offering Circular
	DE0001767101	DE0001767101 Subscription Agreement

Plaintiff	*ISIN*	*Governing Debt Instrument*
	DE0003045357	DE0003045357 Offering Circular
	DE0001954907	DE0001954907 Offering Circular
	DE0002483203	DE0002483203 Offering Circular
	DE0001325017	DE0001325017 Prospectus
	DE0001340917	DE0001340917 Prospectus
	CH0005458101	CH0005458101 Prospectus
	IT0006527292	Regulations of issue for the IT0006527292 bond
	IT0006529769	Regulations of issue for the IT0006529769 bond

SCHEDULE II

Foreign Law Bondholder Complaints

- *Trinity Investments Limited, et al. v. The Republic of Argentina*, Case No. 14-cv-09095 (S.D.N.Y. Nov. 14, 2014) (TPG)
- *Red Pines LLC, et al. v. The Republic of Argentina*, Case No. 14-cv-09427 (S.D.N.Y. Nov. 26, 2014) (TPG)
- *MCHA Holdings, LLC, et al. v. The Republic of Argentina*, Case No. 15-cv-08529 (S.D.N.Y. Oct. 29, 2015) (TPG)
- *Procella Holdings, L.P., et al. v. The Republic of Argentina*, Case No. 15-cv-09579 (S.D.N.Y. Dec. 8, 2015) (TPG)
- *ARAG-A Limited, e. al. v. The Republic of Argentina*, Case No. 16-cv-00905 (S.D.N.Y. Feb. 5, 2016) (TPG)
- *Honero Fund I, LLC, et al. v. The Republic of Argentina*, Case No. 16-cv-00911 (S.D.N.Y. Feb. 5, 2016) (TPG)
- *Spinnaker Global Special Situations Fund LP, et al. v. The Republic of Argentina*, Case No. 16-cv-01512 (S.D.N.Y. Feb. 26, 2016) (TPG).

New York Law Bondholder Complaints

- *Yellow Crane Holdings, LLC v. The Republic of Argentina*, Case No. 14-cv-05675 (S.D.N.Y. July 24, 2014) (TPG)
- *Attestor Master Value Fund LP v. The Republic of Argentina*, Case No. 14-cv-05849 (S.D.N.Y. July 29, 2014) (TPG)
- *MCHA Holdings, LLC v. The Republic of Argentina*, Case No. 14-cv-07637 (S.D.N.Y. Sept. 19, 2014) (TPG)
- *Arag-A Limited et al. v. The Republic of Argentina*, Case No. 14-cv-09855 (S.D.N.Y. Dec. 12, 2014)(TPG)
- *Trinity Investments Limited v. The Republic of Argentina*, Case No. 14-cv-10016 (S.D.N.Y. Dec. 18, 2014) (TPG)
- *MCHA Holdings, LLC v. The Republic of Argentina*, Case No. 14-cv-10064 (S.D.N.Y. Dec. 22, 2014) (TPG)
- *Bybrook Capital Master Fund LP et al., The Republic of Argentina*, Case No. 15-cv-02369 (S.D.N.Y. Mar. 3, 2015) (TPG)

SCHEDULE II

- *Trinity Investments Limited v. The Republic of Argentina*, Case No. 15-cv-01588 (S.D.N.Y. Mar. 4, 2015) (TPG)
- *MCHA Holdings, LLC v. The Republic of Argentina*, Case No. 15-cv-02577 (S.D.N.Y. Apr. 3, 2015) (TPG)
- *Trinity Investments Limited v. The Republic of Argentina*, Case No. 15-cv-02611 (S.D.N.Y. Apr. 3, 2015) (TPG)
- *Yellow Crane Holdings, LLC v. The Republic of Argentina*, Case No. 15-cv-03336 (S.D.N.Y. Apr. 29, 2015) (TPG)
- *White Hawthorne, LLC v. The Republic of Argentina*, Case No. 15-cv-04767 (S.D.N.Y. June 18, 2015) (TPG)
- *MCHA Holdings, LLC v. The Republic of Argentina*, Case No. 15-cv-05190 (S.D.N.Y. July 2, 2015) (TPG)
- *Trinity Investments Limited v. The Republic of Argentina*, Case No. 15-cv-05886 (S.D.N.Y. July 27, 2015) (TPG)
- *Bybrook Capital Master Fund LP, et al. v. The Republic of Argentina*, Case No. 15-cv-07367 (S.D.N.Y. Sept. 17, 2015) (TPG)
- *MCHA Holdings, LLC v. The Republic of Argentina*, Case No. 15-cv-09481 (S.D.N.Y. Dec. 3, 2015) (TPG)
- *White Hawthorne, LLC v. The Republic of Argentina*, Case No. 15-cv-09601 (S.D.N.Y. Dec. 8, 2015) (TPG)
- *Yellow Crane Holdings, LLC v. The Republic of Argentina*, Case No. 15-cv-09754 (S.D.N.Y. Dec. 14, 2015) (TPG)
- *Trinity Investments Limited v. The Republic of Argentina*, Case No. 15-cv-09982 (S.D.N.Y. Dec. 22, 2015) (TPG)
- *MCHA Holdings, LLC v. The Republic of Argentina*, Case No. 16-cv-00950 (S.D.N.Y. Feb. 8, 2016) (TPG)
- *Trinity Investments Limited v. The Republic of Argentina*, Case No. 16-cv-00991 (S.D.N.Y. Feb. 9, 2016) (TPG)
- *White Hawthorne, LLC, et al. v. The Republic of Argentina*, Case No. 16-cv-01042 (S.D.N.Y. Feb. 10, 2016) (TPG)
- *Bybrook Capital Master Fund LP, et al. v. The Republic of Argentina*, Case No. 16-cv-01192 (S.D.N.Y. Feb. 16, 2016) (TPG)

SCHEDULE II

- *Arag-A Limited, et al. v. The Republic of Argentina*, Case No. 16-cv-01350 (S.D.N.Y. Feb. 22, 2016) (TPG)

- *Trinity Investments Limited v. The Republic of Argentina*, Case No. 16-cv-01436 (S.D.N.Y. Feb. 24, 2016) (TPG)

- *Yellow Crane Holdings, LLC v. The Republic of Argentina*, Case No. 16-cv-01475 (S.D.N.Y. Feb. 25, 2016) (TPG)

- *Trinity Investments Limited v. The Republic of Argentina*, Case No. 16-cv-01484 (S.D.N.Y. Feb. 25, 2016) (TPG)