

73.) The Court agrees that the commercial rate applied by Argentine courts is the appropriate measure as this case involves purely commercial obligations. However, the Court reserves judgment on the precise rate it will utilize.

D. The Republic's Motion for Summary Judgment on the Good Faith and Fair Dealing Claim

The Republic argues, and Plaintiff agrees, that Argentine law does not recognize a separate cause of action for breach of an implied duty of good faith and fair dealing where the alleged duty is not contained in the contract. (Republic's Mot. 39; Pls.' Opp'n 73.) The Republic's motion for summary judgment on Plaintiffs' good faith and fair dealing claim is therefore granted.

IV. Conclusion

In sum, the Republic's motion for summary judgment (dkt. no. 360) is GRANTED as to Plaintiffs' claim for breach of the duty of good faith and fair dealing and is otherwise DENIED, YPF's motion for summary judgment (dkt. no. 367) is GRANTED, and Plaintiffs' motion for summary judgment (dkt. no. 359) is GRANTED as to liability against the Republic but DENIED as to damages against the Republic and DENIED in its entirety as to YPF. The parties' letter motions for oral argument are also DENIED as moot.

The Clerk of the Court shall close the open motions at dkt. nos. 359, 360, 367, 379, and 411 in Civil Case Number 15-cv-2739. The Clerk of the Court shall close the open motions at dkt. nos. 289, 291, 294, 308, and 341 in Civil Case Number 16-cv-8569. Counsel shall confer and inform the Court by letter of how they propose to proceed within fourteen days.

SO ORDERED.

Dated: New York, New York
March 30, 2023


LORETTA A. PRESKA
Senior United States District Judge