

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

Infrared Environmental Infrastructure GP  
Limited, European Investments (Morón) 1  
Limited, European Investments (Morón) 2  
Limited, European Investments (Olivenza) 1  
Limited, and European Investments (Olivenza)  
2 Limited,

*Plaintiffs,*

v.

The Kingdom of Spain,

*Defendant.*

**Civil Action No. 1:20-cv-0817-JDB**

**Plaintiffs' Motion for Substitution**

Pursuant to Rule 25(c) of the Federal Rules of Civil Procedure, Plaintiffs InfraRed Environmental Infrastructure GP Limited, European Investments (Morón) 1 Limited, European Investments (Morón) 2 Limited, European Investments (Olivenza) 1 Limited, and European Investments (Olivenza) 2 Limited (collectively, “Plaintiffs”) and Basket Renewable Investments LLC (“Basket”) jointly and respectfully move this Court for an order substituting Basket for Plaintiffs in this action. Pursuant to Local Civil Rule 7(m), Plaintiffs have conferred with counsel for Defendant the Kingdom of Spain (“Spain”), who stated that Spain intends to oppose this motion.

Despite Spain’s opposition, the case for substitution is straightforward because Basket now holds full title to the arbitral award that Plaintiffs are seeking to enforce in this action (the “Award”). Plaintiffs and Basket entered into an assignment agreement on September 29, 2022, in which Plaintiffs “irrevocably and unconditionally assign[ed] to [Basket] with full title guarantee the legal and beneficial title” to “all of the[ir] rights, interests and benefits . . . under or in respect of the Award.” Deed of Assignment §§ 1.1, 2.1 (Ex. A to Declaration of Matthew S.

Rozen (“Rozen Decl.”), Ex. 1 hereto). On January 18, 2023, Plaintiffs and Blasket sent Spain notice of the assignment, as required under the agreement, *id* § 5.2. *See* Rozen Decl. ¶ 5.

Rule 25(c) provides that “[i]f an interest is transferred, the action may be continued by or against the original party unless the court, on motion, orders the transferee to be substituted in the action or joined with the original party.” Substitution is appropriate if it would “facilitate the conduct of the litigation.” *Paleteria La Michoacana, Inc. v. Productos Lacteos Tocumbo S.A. De C.V.*, 247 F. Supp. 3d 76, 86 (D.D.C. 2017) (quoting *Comm’ns Imp. Exp., S.A. v. Republic of Congo*, 118 F. Supp. 3d 220, 231 (D.D.C. 2015)). That inquiry is rooted in “considerations of convenience and economy.” *Id.* “Since Rule 25(c) is wholly permissive there is no time limit on moving to substitute under its provisions.” 7C Charles Alan Wright et al., *Federal Practice and Procedure* § 1958 (3d ed. 2022 update).

Substitution of Blasket as plaintiff is warranted to facilitate its participation in the litigation. “Courts have found substitution appropriate when a transfer gives another party ownership of the relevant property and the sole interest in the outcome of the litigation.” *Stewart Title Guar. Co. v. Lewis*, 2018 WL 1964870, at \*1 (D.D.C. Feb. 16, 2018) (collecting cases). Pursuant to the assignment agreement, Plaintiffs have given up all their legal and financial interests in the Award. Blasket is now entitled to any payment recouped under the Award, including any recovery obtained by securing a judgment in this Court and enforcing that judgment against Spain’s assets in the United States. It is thus Blasket alone that has a legal and practical interest in this Court recognizing the Award. Allowing Blasket, rather than Plaintiffs, to prosecute this action would enable it to more effectively vindicate its rights. *See Paleteria La Michoacana*, 247 F. Supp. 3d at 90 (“[S]ubstituting the owner of the relevant [property] as the sole Plaintiff will best facilitate any ongoing litigation.”); *Cessna Fin. Corp. v. Al Ghaith Holding Co. PJSC*, 2021 WL 603012, at

\*3 (S.D.N.Y. Feb. 16, 2021) (granting Rule 25(c) motion in suit to confirm arbitration award because, “given that [petitioner] has assigned its interest in, title and rights to the Award and Judgment to [assignee], substitution of [assignee] as Petitioner for purposes of enforcement of the Judgment is likely to simplify the action” (citations omitted)).

Substitution is also consistent with principles of judicial economy. “Rule 25(c) has no bearing on the substantive relationship between the parties”; regardless of the substitution, “[t]he merits of the case . . . are still determined vis-à-vis the originally named parties.” *Paletaria La Michoacana*, 247 F. Supp. 3d at 86 (quoting *Minn. Mining & Mfg. Co. v. Eco Chem, Inc.*, 757 F.2d 1256, 1263 (Fed. Cir. 1985)). So this Court’s consideration of Spain’s pending motion to dismiss—or of any other issues in the case—will not be impacted by the substitution. And because Plaintiffs and Basket share the same counsel, Rozen Decl. ¶ 1, the litigation can continue apace without any disruption or any need for rebriefing.

Plaintiffs therefore respectfully request that the Court grant their motion for substitution.

Dated: February 6, 2023

Respectfully submitted,

/s/ Matthew McGill

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