

APPELLATE DIVISION OF THE SUPREME COURT OF THE STATE OF NEW YORK, FIRST DEPARTMENT

Sendibel Trading, S.A. v. Petr leos de Venezuela S.A.

2025 NY Slip Op 07117 · No. Index No. 650617/24; Appeal No. 5412; Case No. 2024-07807 · Decided December 18, 2025

SUMMARY

The Appellate Division, First Department unanimously affirmed an order deeming service of process sufficient and complete in an action against Petr leos de Venezuela S.A. and its guarantor. The court held that the note agreement established a special arrangement for service through Corporation Service Company and that plaintiff complied with that arrangement, notwithstanding CSC's rejection of service. The court also rejected defendants' due process and other service-related arguments.

CASE DETAILS

COURT	Appellate Division of the Supreme Court of the State of New York, First Department
WRITING FOR THE COURT	Webber, J.P.; Gesmer, J.; Gonz�lez, J.; Pitt-Burke, J.; Higgitt, J.
JURISDICTION	New York Appellate Division, First Department
DECIDED	December 18, 2025
DOCKET	Index No. 650617/24; Appeal No. 5412; Case No. 2024-07807
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendants appealed from an order of Supreme Court, New York County, granting plaintiff's motion to deem service sufficient and complete.
STANDARD OF REVIEW	The court reviewed the appealed-from order and determined whether service of process was sufficient under the parties' agreement, the Foreign Sovereign Immunities Act, and New York law.
PRECEDENTIAL VALUE	published
PARTIES	Petr�leos de Venezuela S.A., PDVSA Petr�leo, S.A. v. Sendibel Trading, S.A.

TOPICS

service of process

foreign sovereign immunity

commercial litigation

contracts

appellate procedure

PRACTICE AREAS

civil procedure

commercial litigation

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QUESTIONS PRESENTED

1. Whether the issuer waived any right to service under the Foreign Sovereign Immunities Act through the note agreement.
2. Whether service on CSC constituted valid service under the special-arrangement provision of 28 U.S.C. § 1608(b), despite CSC's rejection of the documents.
3. Whether service on the guarantor's designated agent satisfied New York service-of-process requirements and due process.

HOLDINGS

1. The issuer waived its right to insist on service under the Foreign Sovereign Immunities Act by agreeing that it was not entitled to immunity from legal process and by agreeing not to assert that it was immune from legal process.
2. Even assuming the FSIA governed service, plaintiff satisfied 28 U.S.C. § 1608(b) by delivering the summons and complaint to CSC pursuant to the note agreement's special arrangement for service.
3. Service on the foreign corporation's designated agent was sufficient, and the guarantor's due-process objection failed because defendants received timely actual notice.

KEY QUOTATIONS

*“Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so.” (*1)*

*“Plaintiff is not at fault for the fact that CSC rejected service.” (*1)*

*“Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts"” (*1)*

FACTUAL BACKGROUND

Sendibel Trading served summonses and complaints on Corporation Service Company (CSC), the agent for service of process irrevocably appointed by Petr leos de Venezuela S.A. and PDVSA Petr leo, S.A. under a note agreement. CSC rejected or refused to forward the service, although defendants received timely actual notice of the action. The note agreement contained broad waivers of immunity and required the issuer to appoint a replacement agent if CSC ceased to be available.

PROCEDURAL HISTORY

Supreme Court, New York County, entered an order on or about November 13, 2024, granting plaintiff's motion to deem service sufficient and complete. The Appellate Division, First Department, unanimously affirmed the order without costs.

DISPOSITION

affirmed

CASES CITED

- Pharo Gaia Fund, Ltd. v. Petróleos de Venezuela, S.A., 2024 WL 917608, *2, 2024 U.S. Dist. LEXIS 37491, *4 (S.D.N.Y. Mar. 4, 2024), vacated on other grounds, 2025 WL 1380685, 2025 U.S. Dist. LEXIS 89973 (May 12, 2025)
- G&A Strategic Invs. I LLC v. Petróleos de Venezuela, S.A., 2024 WL 4520067, *2, 2024 U.S. Dist. LEXIS 191008, *8 (S.D.N.Y. Oct. 17, 2024)
- Velidor v. L/P/G Benghazi, 653 F.2d 812, 816–817 (3d Cir. 1981), cert. dismissed, 455 U.S. 929 (1982)
- Aybar v. Aybar, 37 N.Y.3d 274, 290 n.8 (2021)

OPINION

Sendibel Trading, S.A. v. Petróleos de Venezuela S.A. 2025 NY Slip Op 07117

PER CURIAM.

Sendibel Trading, S.A. v. Petróleos de Venezuela S.A. (2025 NY Slip Op 07117) Sendibel Trading, S.A. v. Petróleos de Venezuela S.A. 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]Sendibel Trading, S.A. Plaintiff-Respondent, v. Petróleos de Venezuela S.A. et al., Defendants-Appellants. Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant Petróleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA Petróleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York.

Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely, serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

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and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025
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Defendants-Appellants. Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign

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Sendibel Trading, S.A. v Petróleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v Petróleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v Petróleos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant *Petróleos de Venezuela S.A.* (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608 [b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant *PDVSA Petróleo, S.A.* (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608 (b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC.

Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608 , *2, 2024 US Dist LEXIS 37491 , *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685 , 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067 , *2, 2024 US Dist LEXIS 191008 , *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274 , 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

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Sendibel Trading, S.A. v Petr leos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v Petr leos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law   431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, Gonz lez, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v Petr leos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant Petr leos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC   1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA Petr leo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC   1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special

arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v Petr leos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v Petr leos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

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PER CURIAM.

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PER CURIAM.

Sendibel Trading, S.A. v Petróleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v Petróleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v Petróleos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant *Petróleos de Venezuela S.A.* (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant *PDVSA Petróleo, S.A.* (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC §

1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

PER CURIAM.

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PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

PER CURIAM.

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Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

PER CURIAM.

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PER CURIAM.

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PER CURIAM.

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PER CURIAM.

Sendibel Trading, S.A. v Petróleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v Petróleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1] *Sendibel Trading, S.A. Plaintiff-Respondent, v Petróleos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant Petróleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA Petróleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal

process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

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PER CURIAM.

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PER CURIAM.

Sendibel Trading, S.A. v Petróleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v Petróleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v Petróleos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant *Petróleos de Venezuela S.A.* (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant *PDVSA Petróleo, S.A.* (the Guarantor) irrevocably appointed Corporation Service

Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely, serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

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Defendants-Appellants. Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign

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Sendibel Trading, S.A. v Petr leos de Venezuela S.A. (2025 NY Slip Op 07117) Sendibel Trading, S.A. v Petr leos de Venezuela S.A. 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law   431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, Gonz lez, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]Sendibel Trading, S.A. Plaintiff-Respondent, v Petr leos de Venezuela S.A. et al., Defendants-Appellants. Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant Petr leos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC   1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal

process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

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07807| [*1]Sendibel Trading, S.A. Plaintiff-Respondent, v PetrÓleos de Venezuela S.A. et al., Defendants-Appellants. Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v*

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Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v PetrÓleos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment,

attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA Petr leo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC   1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v Petr leos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v Petr leos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

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PER CURIAM.

Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v PetrÓleos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign

Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA Petr leo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v Petr leos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v Petr leos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025
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PER CURIAM.

Sendibel Trading, S.A. v Petróleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v Petróleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v Petróleos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant *Petróleos de Venezuela S.A.* (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant *PDVSA Petróleo, S.A.* (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC §

1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

PER CURIAM.

Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v PetrÓleos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant

PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

PER CURIAM.

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PER CURIAM.

Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v PetrÓleos de Venezuela S.A. et al., Defendants-Appellants.* Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service

sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

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PER CURIAM.

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PER CURIAM.

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PER CURIAM.

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respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants'

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Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P., Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]*Sendibel Trading, S.A. Plaintiff-Respondent, v PetrÓleos de Venezuela S.A. et al.,*

Defendants-Appellants. Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign

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Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A. (2025 NY Slip Op 07117) *Sendibel Trading, S.A. v PetrÓleos de Venezuela S.A.* 2025 NY Slip Op 07117 Decided on December 18, 2025 Appellate Division, First Department Published by New York State Law Reporting Bureau pursuant to Judiciary Law § 431. This opinion is uncorrected and subject to revision before publication in the Official Reports. Decided and Entered: December 18, 2025 Before: Webber, J.P.,

Gesmer, González, Pitt-Burke, Higgitt, JJ. Index No. 650617/24|Appeal No. 5412|Case No. 2024-07807| [*1]Sendibel Trading, S.A. Plaintiff-Respondent, v PetrÓleos de Venezuela S.A. et al., Defendants-Appellants. Vinson & Elkins LLP, New York (Marisa Antonelli of counsel), for appellants. The Law Offices of Robert M. Fox, New York (Susan Adler of counsel), for respondent. Order, Supreme Court, New York County (Lyle E. Frank, J.), entered on or about November 13, 2024, which, insofar as appealed from, granted plaintiff's motion to deem service sufficient and complete, unanimously affirmed, without costs. In the note agreement, defendant PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that

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relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA Petr leo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC   1608 (b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v Petr leos de Venezuela, S.A.*, 2024 WL 917608 , *2, 2024 US Dist LEXIS 37491 , *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685 , 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v Petr leos de Venezuela, S.A.*, 2024 WL 4520067 , *2, 2024 US Dist LEXIS 191008 , *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274 , 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

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PetrÓleos de Venezuela S.A. (the Issuer) waived its right to be served pursuant to the Foreign Sovereign Immunities Act (FSIA) (28 USC § 1608[b]). Section 3.01(x) of the agreement states the Issuer is not "entitled to any right of immunity . . . from suit, court jurisdiction, judgment, attachment . . . , set-off or execution of a judgment or from any other legal process or remedy relating to the obligations of the Issuer except for the mandatory notice required pursuant to" a Venezuelan law that is not at issue. In section 9.15(c), the Issuer waived "any immunity . . . from any legal process" and "agree[d] not to assert . . . any claim . . . that it is immune from any legal process (whether through service of notice . . . or otherwise)." Section 9.15(d), in which the Issuer and defendant PDVSA PetrÓleo, S.A. (the Guarantor) irrevocably appointed Corporation Service Company (CSC) as their agent for service of process, states, "Nothing herein shall in any way be deemed to limit the ability of the . . . Noteholders [such as plaintiff] . . . to serve any such legal process in any other manner permitted by applicable law." The applicable law is that of New York. Even if plaintiff were required to serve the Issuer in accordance with the FSIA, it did so. 28 USC § 1608(b) provides that service "shall be made upon an agency or instrumentality of a foreign state: (1) by delivery of a copy of the summons and complaint in accordance with any special arrangement for service between the plaintiff and the agency or instrumentality." As the Issuer admits, the note agreement sets forth a "special arrangement for service," namely , serving CSC. Plaintiff complied by delivering a copy of the summons and complaint to CSC (see *Pharo Gaia Fund, Ltd. v PetrÓleos de Venezuela, S.A.*, 2024 WL 917608, *2, 2024 US Dist LEXIS 37491, *4, [SD NY, Mar. 4, 2024, Case No. 23-cv-10071-JSR], vacated on other grounds 2025 WL 1380685, 2025 US Dist LEXIS 89973 [May 12, 2025]). Plaintiff is not at fault for the fact that CSC rejected service (see *G&A Strategic Invs. I LLC v PetrÓleos de Venezuela, S.A.*, 2024 WL 4520067, *2, 2024 US Dist LEXIS 191008, *8, [SD NY, Oct. 17, 2024, 23-cv-10766 (JSR), 23-CV-10772 (JSR)] ["The fact that CSC, after receipt of service, refused to forward it to (the Issuer) does not render service ineffective under FSIA"]). Under section 9.15(d) of the note agreement, it was the Issuer's obligation to "promptly" appoint a new agent if CSC "for any reason . . . shall cease to be available to act." Deeming plaintiff's service proper is also consistent with the objective of the FSIA "to facilitate the bringing of suits against foreign governments, arising out of commercial activity, in United States courts" (*Velidor v L/P/G Benghazi*, 653 F2d 812, 816-817 [3d Cir 1981], cert dismissed 455 US 929 [1982]). Defendants received timely actual notice of this action. Thus, the Guarantor's argument that it was deprived of due process is unavailing. Its contention that plaintiff did not meet the requirements for service of process is also unavailing (see *Aybar v Aybar*, 37 NY3d 274, 290 n 8 [2021] ["there can be no question that service on the foreign corporation's designated agent is the equivalent of actual service on the foreign corporation" (ellipsis and internal quotation marks omitted)]; CPLR 311[a][1]). We have considered defendants' remaining contentions and find them unavailing. THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: December 18, 2025

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