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CAUSE NO. 2019-79857A

PATRICK A.P. DE MAN	§	IN THE DISTRICT COURT
	§	
VS.	§	
	§	61ST JUDICIAL DISTRICT
ELECTRIC RELIABILITY COUNCIL OF TEXAS INC., GARNISHEE	§	
	§	
	§	
RAIDEN COMMODITIES, L.P. AND ASPIRE COMMODITIES, L.P.,	§	
	§	
DEFENDANTS	§	HARRIS COUNTY, TEXAS

PATRICK A.P. DE MAN'S RESPONSE TO EMERGENCY MOTION TO DISSOLVE WRIT OF GARNISHMENT

PARTIES

1. PATRICK A.P. DE MAN is "Plaintiff, Judgment Creditor and Garnishor" and is represented by William C. Boyd and Richard Fason of Patterson, Boyd & Lowery, P.C., 2101 Louisiana St., Houston, Texas 77002.

2. RAIDEN COMMODITIES, L.P. and ASPIRE COMMODITIES, L.P. are "Defendants and Judgment Debtors" and are represented by Benjamin T. Pendroff of Barnes & Thornburg LLP, 2121 N. Pearl St., Suite 700, Dallas, Texas 75201.

3. ELECTRIC RELIABILITY COUNCIL OF TEXAS INC., GARNISHEE, (hereinafter "ERCOT") has not made an appearance and has been non-suited.

FACTS

4. On December 27, 2018, the Trial Court of the Superior Court of Bayamon, Commonwealth of Puerto Rico, issued a final judgment. The enforcement of the judgment has not been stayed. Judgment Debtors sought an appeal of the judgment in Puerto Rico which was subsequently affirmed by the Court of Appeals in Puerto Rico. In furtherance of the enforcement of that valid

final judgment, Plaintiff/Judgment Creditor domesticated the judgment in Texas on November 1, 2019, by filing a notice of filing of foreign judgment pursuant to the Uniform Enforcement of Foreign Judgments Act adopted in Texas in Tex. Civ. Prac. & Rem. Code Ann. § 35.001 (West 2015). Chapter 35 is usually cited as the "Uniform Enforcement of Foreign Judgments Act" or UEFJA (hereinafter "UEFJA"). § 35.002. No motion to vacate the judgment or motion for new trial was filed within 30 days of the date of the domestication of the judgment. No supersedeas bond has been filed suspending enforcement of the judgment. The court's file in cause #2019-79857 shows that notice of the filing of the foreign judgment was provided to the Judgment Debtors/Defendants pursuant to UEFJA on November 8, 2019, by mailing copies of the foreign judgment by regular and certified mail to the Judgment Debtors as allowed under UEFJA. See the affidavit of Melissa Hyland filed with the court on November 27, 2019. On November 27, 2019, this Court issued a writ of garnishment in this cause #2019-79857A for garnishment of ERCOT, Garnishee, in furtherance of collection of the judgment. On or about December 13, 2019, ERCOT was served with the writ of garnishment. On December 18, 2019, the Ancillary Court granted a Temporary Restraining Order which ordered the Judgment Debtors to hold funds in a segregated account of the Judgment Debtors choosing. Even if the court had granted a two week extension of the Temporary Restraining Order, the Temporary Restraining Order freezing such funds would expire before the Temporary Injunction hearing scheduled for January 30, 2020, could be conducted. PATRICK A.P. DE MAN filed a notice of non-suit of this garnishment action after being informed by counsel for Truman Spring, counsel for JP MORGAN CHASE, that sufficient funds were garnished in the garnishment action, **CAUSE NO. 2019-79857B,** *Patrick A.P. De Man Vs. JP Morgan Chase, Garnishee.*

RESPONSE

5. The Court Should Deny the Motion to Dissolve Because Plaintiff's Non-Suit Makes the Motion Moot

A. Judgment Creditor and Plaintiff non-suited the garnishment action and renders the motion moot. The funds held, by ERCOT, are no longer under the writ of garnishment. Attorney for ERCOT called Richard Fason on December 31, 2019 to ask for an extension of time to answer the garnishment action. At that time, it was decided by Plaintiff in Judgment and Creditor PATRICK A.P. DE MAN to non-suit the garnishment since sufficient funds appeared to have been trapped in the writ of garnishment served on JP MORGAN CHASE. On December 31, 2019, a non-suit of the garnishment was filed in this garnishment of ERCOT.

6. The Court Should Deny the Motion to Dissolve the Writ of Garnishment Because the Judgment Debtor has not Proved that the Judgment is Not Entitled to Full Faith and Credit

A. Judgment Creditor does have a valid and subsisting enforceable judgment. Under constitutional principles of federalism and comity, full faith and credit must be given in each state to the public acts, records, and judicial proceedings of every other state. U.S. CONST. art. IV, § 1; 28 U.S.C. § 1738. Accordingly, Texas is required to enforce a valid judgment presented from another state. *See Bard v. Charles R. Myers Ins. Agency, Inc.*, 839 S.W.2d 791, 794 (Tex. 1992).

B. The party seeking to enforce a foreign judgment has the initial burden to present a judgment that appears on its face to be a final, valid, and subsisting judgment. *Mindis Metals, Inc. v. Oilfield Motor & Control, Inc.*, 132 S.W.3d 477 (Tex. App.—Houston [14th Dist.] 2004), 132 S.W.3d at 484. When a judgment creditor files an authenticated copy of a foreign judgment pursuant to the UEFJA, as in this case, a prima facie case for its enforcement is presented. *Mitchim*

v. Mitchim, 518 S.W.2d 362, 364 (Tex. 1975); *Mindis Metals*, 132 S.W.3d at 484. The burden then shifts to the judgment debtor to prove by clear and convincing evidence that the foreign judgment should not be given full faith and credit. *Mindis Metals*, 132 S.W.3d at 484; *Dear v. Russo*, 973 S.W.3d 445, 446 (Tex. App.—Dallas 1998, no pet.); *Reading & Bates Constr. Co. v. Baker Energy Res. Corp.* 976 S.W.2d 702, 712 (Tex. App.—Houston [1st Dist.] 1998, pet. denied); *Russo v. Dear*, 105 S.W.3d 43-46-47 (Tex. App.—Dallas 2003, pet. denied); *BancorpSouth Bank v. Prevot*, 256 S.W.3d 719, 722 (Tex. App.—Houston [14th Dist.] 2008, no pet.).

7. Judgment Debtor Has Not Met the Burden to Show the Judgment Is Not Entitled to Full Faith and Credit

A. The Judgment Debtor has not met its burden of showing the judgment in this case should not be given full faith and credit. Once the judgment creditor makes the prima facie case, the judgment debtor has the burden of showing that the judgment is interlocutory or subject to modification under the law of the rendering state, that the rendering court lacked jurisdiction, or that the judgment was procured by fraud or is penal in nature. *Russo*, 105 S.W.3d at 46. *See also Knighton v. Int'l Bus. Mach. Corp.*, 856 S.W.2d 206, 209 (Tex. App.—Houston [1st Dist.] 1993, writ denied); *State ex. rel. Clanton v. Clanton*, 807 S.W.2d 844, 846 (Tex. App.—Houston [14th Dist.] 1991, no writ); *Karstetter v. Voss,* 184 S.W.3d 396, 401 (Tex. App.—Dallas 2006, no pet.); *Jonsson v. Rand Racing, LLC*, 270 S.W.3d 320, 323-24 (Tex. App.—Dallas 2008, no pet.) (applying the same burden shifting rule even in the case of a default judgment in the foreign state); *Boyes v. Morris Polich & Purdy, LLP*, 169 S.W.3d 448, 455 (Tex. App.—El Paso 2005, no pet.). Under the Full Faith and Credit Clause of the United States Constitution, the burden of showing the invalidity of a foreign judgment rests upon the one attacking that judgment. *Trinity Capital Corp. v. Briones*, 847 S.W.2d 324, 326 (Tex. App.—El Paso 1993, no writ). Under UEFJA, when

a judgment creditor introduces a properly authenticated copy of a foreign judgment, the burden of establishing why it should not be given full faith and credit shifts to the judgment debtor. *Ward v. Hawkins*, 418 S.W.3d 815, 821 (Tex. App.—Dallas 2013, no pet.); *Markham v. Diversified Land & Expl. Co.*, 973 S.W.2d 437, 439 (Tex. App.—Austin 1998, pet denied). Recitals in a foreign judgment are presumed to be valid and the attacker has the burden to produce evidence showing a lack of jurisdiction. *Markham v. Diversified Land & Expl. Co.*, 973 S.W.2d 437, 439 (Tex. App.—Austin 1998, pet. denied). *See also Ward v. Hawkins*, 418 S.W.3d 815, 825 (Tex. App.—Dallas 2013, no pet.). The Defendants/Judgment Debtors have yet to meet this burden.

8. The Judgment Shows On Its Face That It Is a Final Enforceable Judgment and the Defendants Have Not Met Their Burden Of Proof That the Judgment Is Not a Final Judgment Entitled To Full Faith and Credit

A. The law of Puerto Rico, the forum of the court rendering judgment, states that the judgment domesticated in this case is a final judgment. In order to be entitled to full faith and credit, the foreign state judgment must, at a minimum, be final, as opposed to interlocutory. The Full Faith and Credit Clause of the United States Constitution, U.S. CONST. art. IV, § 1, requires that a court give full faith and credit to the public acts, records, and judicial proceedings of every other state. *Bard v. Charles R. Myers Ins. Agency, Inc.*, 839 S.W.2d 791, 794 (Tex. 1992). The finality of a judgment or order is controlled by its substance, not by its label, or title, or form. *Mindis Metals, Inc.*, 132 S.W.2d at 482. The Defendants are wrong in applying Texas Law in determining whether the judgment is a final judgment under Puerto Rico Law. The law of the foreign state determines whether it is final or interlocutory. *Id; Mindis Metals, Inc.*, 132 S.W.3d at 484; *Dear v. Russo*, 973 S.W.3d 445, 447 (Tex. App.—Dallas 1998, no pet.) (stating that the Texas court examining the finality of the foreign state judgment cannot rely on Texas law as it relates to

the requirement for final judgments or any presumption that Texas law is the same as the foreign state's law); *Bahr v. Kohr*, 928 S.W.2d 98, 100 (Tex. App.—San Antonio 1996, writ denied); RESTATEMENT (SECOND) CONFLICTS OF LAW § 92 (1971). When a judgment creditor files an authenticated copy of a foreign judgment that appears to be a final, valid and subsisting judgment, the judgment creditor makes a prima facie case for the judgment's enforcement that may only be overcome by clear and convincing evidence to the contrary. *Mindis Metals, Inc.*, 132 S.W.3d at 484. *See* attached hereto as Exhibit 1 is the affidavit of Hon. German J. Brau Ramirez, law professor and former trial court judge, wherein Hon. German J. Brau Ramirez states how and why ***the partial judgment issued by the Superior Court in Puerto Rico is a final judgment under Puerto Rico law***. *See* attached Exhibit 1, the affidavit of Hon. German J. Brau Ramirez. Per Puerto Rico Rule of Civil Procedure 42.3, in a case involving several claims, a court can sever a particular count from the rest and adjudicate that particular count as final provided that the Judge of the court ***(1) expressly concludes that there is no reason for postponing the pronouncing of judgment on the claim until conclusion of the suit and (2) expressly directs for the judgment of record be entered. Once the Judge of the court reaches this conclusion and said direction is made, the partial judgment is made final.*** *See* attached Exhibit 1 the affidavit of Hon. German J. Brau Ramirez citing *Rodriguez v. Hospital*, 186 D.P.R. 889, 906 (2012) and *U.S. Fire Insurance Co. v. A.E.E.*, 151 D.P.R. 962 967-968 (2001). As required by the applicable rules of procedure of Puerto Rico and case law of Puerto Rico, the judgment in this case includes the express conclusion that there is no reason to postpone the pronouncing of the judgment on the claim until the end of the suit and directs the judgment to be entered of record. *See* attached Exhibit 1 the affidavit of Hon. German J. Brau Ramirez. Also see final paragraph of the translation of the December 27, 2018, judgment attached hereto as Exhibit 2, and already on file with the court.

9. Judicial Estoppel Precludes Defendants/Judgment Debtors from Asserting the Judgment Is Not a Final Judgment

A. The Defendants are judicially estopped from asserting that the judgment is not final as the Defendants had previously sought to appeal the judgment in Puerto Rico as a final judgment in Puerto Rico. The Court of Appeals in Puerto Rico accepted jurisdiction of the appeal confirming that the judgment in this case was a final judgment. *See* attached Exhibit 1, the affidavit of Hon. German J. Brau Ramirez. Defendants/Judgment Debtors now take a contrary position that the judgment is not final and are judicially estopped form doing so. Judicial estoppel precludes a party who successfully maintains a position in one proceeding from afterwards adopting a clearly inconsistent position in another proceeding to obtain an unfair advantage. *Ferguson v. Bldg. Materials Corp of Am.*, 295 S.W.3d 642, 643 (Tex. 2009); *Pleasant Glade Assembly of God v. Schubert*, 264 S.W.3d 1, 6 (Tex. 2008) (contradictory positions in *same* proceeding may raise issues of judicial admission but not doctrine of judicial estoppel). The doctrine is not intended to punish mere inadvertent inconsistencies, but "to prevent parties from playing fast and loose with the judicial system for their own benefit". *Ferguson v. Bldg. Materials Corp of Am.*, 295 S.W.3d 642, 643 (Tex. 2009); *see Moore v. Neff*, 629 S.W.2d 827, 829 (Tex. App.—Houston [14th Dist.] 1982, writ ref'd n.r.e.) (judicial estoppel only applies, if the prior assertion was not made inadvertently or by mistake, fraud, or under duress). The elements of judicial estoppel are:

- A sworn, prior inconsistent statement made in a prior judicial proceeding.
- The successful maintenance of the contrary position in the prior action.
- The absence of inadvertence, mistake, fraud, or duress in the making of the prior statement.
- A statement was that was deliberate, clear, and unequivocal.

National Loan Investors, L.P. v. Taylor, 79 S.W.3d 633, 637 (Tex. App.—Waco 2002, pet. denied); *see also Dallas Sales Co. v. Carlisle Silver Co.*, 134 S.W.3d 928, 930–931 (Tex. App.—

Waco 2004, pet. denied) (since purpose of judicial estoppel is to preserve integrity of prior proceeding, it makes sense to apply law applicable in that proceeding); 9 Dorsaneo, Texas Litigation Guide § 135.04 (2019).

10. Judgment Debtors/Defendants Are Judicially Estopped From Statements by Attorneys in the Puerto Rico Appeal

A. Many courts have recognized that statements on the record by an attorney, although not sworn testimony, will give rise to judicial estoppel if that attorney's client seeks to assert an inconsistent position in a subsequent proceeding. *Goldman v. White Rose Distributing Co.*, 936 S.W.2d 393, 398 (Tex.App.– Fort Worth 1996) *vacated pursuant to settlement*, 949 S.W.2d 707 (Tex. 1977) (statements made by attorney during first trial were sufficient basis for judicial estoppel); *Carroll Instrument Co. v. B.W.B. Controls, Inc.*, 677 S.W.2d 654, 659 (Tex.App.– Houston [1st Dist.] 1984, no writ) (the party was bound by the attorney's statement during argument to the court); *OAIC Commercial Assets v. Stonegate Village, L.P.*, 234 S.W.3d 726, 742 (Tex.App.– Dallas 2007, pet. denied) (statement by attorney of record describing a party's position may form basis for judicial estoppel). As stated by the Dallas Court of Appeals in *Webb v. City of Dallas*, 211 S.W.3d 808, 820 (Tex.App.— Dallas 2006, pet. denied):

> "The doctrine [of judicial estoppel] is designed to protect the integrity of the judicial process by preventing a party from "playing fast and loose" with the courts to suit its own purposes. [citations omitted]. Although the doctrine is most commonly applied to the sworn statements of witnesses, ***it also applies to the statements of attorneys explaining their clients' position in the litigation***." (Emphasis Added).

In *Matthews v. State*, 165 S.W.3d 104, 109-110 (Tex.App.– Fort Worth 2005, no pet.), the Fort Worth Court of Appeals held that a party was "judicially estopped from arguing that Appellant

lacked standing" and quoted from *Goldman v. White Rose Distributing Co.* to make the point that arguments made by counsel in the first proceeding will give rise to judicial estoppel preventing inconsistent positions in subsequent proceedings. *See also, Brotherton v. Springbrook Apartments, Ltd.*, (Tex.App.– Fort Worth, September 30, 2010, n.p.h.) (Memorandum Opinion) (02-10-003-CV) ("When counsel argued the defendants' motions to dismiss the Arizona Action, he bound them to the legal position that he expressed," and judicial estoppel prevented an inconsistent position in a subsequent action.)

11. The Judgment Was Affirmed by the Puerto Rico Court of Appeals

A. As indicated by Exhibit 3, the judgment in this case was affirmed by the Puerto Rico Court of Appeals after appeal by the Judgment Debtors. Judgment Debtors represented that the judgment was a final judgment to the Court of Appeals in Puerto Rico in order for The Court of Appeals of Puerto Rico to exercise jurisdiction over the appeal. *See* attached hereto as Exhibit 3 is a translated copy of the Procedural Letter Regarding Mandate issued by the Bayamon Judicial Region Appellate Court, General Judicial Court, Commonwealth of Puerto Rico, showing the results of the appeal. Further, the applicable legal authority of Puerto Rico shows the judgment is a final subsisting judgment on its face. *See* attached Exhibit 1 the affidavit of Hon. German J. Brau Ramirez. The judgment shows on its face that it is a final enforceable judgment, and the Defendants have not met their burden of proof that the judgment is not a final judgment entitled to full faith and credit.

B. Plaintiff in Judgment asks the Court to take judicial notice of the laws of Puerto Rico as described in the attached affidavit of Hon. German J. Brau Ramirez.

12. Judgment Debtors Lack Standing to Dissolve the Garnishment Based on Defects in the Garnishment Affidavit

A. The assertions that (a) the debt is just, due, and unpaid; (b) within the plaintiff's knowledge, the defendant does not possess property in Texas subject to execution sufficient to satisfy the debt; and (c) the garnishment is not sought to injure the defendant or the garnishee; and (d) the plaintiff has a valid, subsisting judgment and makes an affidavit stating that, within the plaintiff's knowledge, the defendant does not possess property in Texas subject to execution sufficient to satisfy the judgment in the affidavit concerning the defendant's lack of property in Texas subject to execution, ***are for the benefit of the garnishee***. *See Canyon Lake Bank v. Townsend*, 649 S.W.2d 809, 811 (Tex. App.—Austin 1983, writ ref'd n.r.e.) (statements in garnishment affidavit for benefit of the Garnishee. It is designed to spare the garnishee the expense and vexation of a suit in which the garnishee has no interest, unless no other property of the debtor is available to satisfy the creditor's judgment.

B. Omission of the required statement from the Plaintiff's affidavit may serve as a basis for quashing the writ on the ***garnishee's motion, or the garnishee may waive the omission by appearance and answer. The Garnishee, ERCOT, has been non-suited and has not otherwise made an appearance or sought any relief in this matter.*** Attorney for ERCOT Elliott Clark of Winsted, PC stated that since the garnishment of ERCOT was being non-suited that ERCOT would not file an answer or otherwise make an appearance. The mere failure to include such language in the affidavit will not render the garnishor liable to the debtor for wrongful garnishment. *Canyon Lake Bank v. Townsend*, 649 S.W.2d 809, 811 (Tex. App.—Austin 1983, writ ref'd n.r.e.). The record and the evidence show that the Plaintiff/Garnishor/Judgment Creditor meets each of the requirements for issuance of a writ of garnishment under the applicable subsection of section 63.001 of the Texas Civil Practice and Remedies Code.

> "A writ of garnishment is available if:
> . . .

> (3) a plaintiff has a valid, subsisting judgment and makes an affidavit stating that, within the plaintiff's knowledge, the defendant does not possess property in Texas subject to execution sufficient to satisfy the judgment." Tex. Civ. Prac. & Rem. Code § 63.001 (LexisNexis),

C. The statements contained in the affidavit of Richard Fason on file with the court are true and support the writ of garnishment with respect to the requirement that the Garnishor has no knowledge of any property of the Defendants within the state, subject to execution, sufficient to satisfy the judgment. *See* Tex. Civ. Prac. & Rem. Code § 63.001(2), (3). To be entitled to issuance of a writ of garnishment, the Garnishor needs to prove only a lack of knowledge of any such property, not that no such property existed. *Black Coral Inv. v. Bank of the Southwest*, 650 S.W.2d 135, 136 (Tex. App.—Houston [14th Dist.] 1983, writ ref'd n.r.e.); 3 Dorsaneo, Texas Litigation Guide § 42.04 (2019).

13. Defects, if any, in Affidavit in Support of Garnishment Are Curable

A. The record shows that any defect in the affidavit in support of the writ of garnishment is merely a defect in form in the jurat of the affidavit. The remedy is to file a corrected affidavit curing the defect in the jurat, which Judgment Creditor did. *See e.g. Malatesta v. Dove Meadows Homeowners Ass'n*, No. 01-08-00772-CV, 2009 Tex. App. LEXIS 9718 (Tex. App.—Houston [1st Dist.] Dec. 22, 2009) (summary judgment affirmed holding defect in jurat was of form and not substance and signed sworn statement was still an affidavit); *Billingslea v. State*, 160 Tex. Crim. 244, 268 S.W.2d 668 (1954) (holding that variance between affiant's signature and name of affiant recited in jurat is defect of form that can be corrected). Defendants cite no authority that the defect in the affidavit cannot be cured. In any event, defects in the affidavit have been waived.

14. Attorneys Can Sign Affidavits as Agent for a Plaintiff When Necessary and Proper

A. In Texas, Rule 14 of the Texas Rules of Civil Procedure allows an attorney to sign an affidavit on behalf of the party and states as follows:

> "Whenever it may be necessary or proper for any party to a civil suit or proceeding to make an affidavit, it may be made by either the party or his agent or his attorney." Tex. R. Civ. P. 14

Since the affidavit in support regarding assets was to state facts including that lack of knowledge of assets subject to execution that could satisfy a judgment, the signing of the affidavit by Richard Fason is proper and was necessary. The rules of procedure allow the affidavit in support of the writ of garnishment to be signed by the attorney for the judgment creditor.

15. The Court Should Deny the Motion to Dissolve the Writ of Garnishment Because the Writ of Garnishment Is Not Defective

A. Defendants are wrong in stating that funds held in some undisclosed bank account are subject to execution in Texas. Funds held by a 3rd person on behalf of the Judgment Debtor are not subject to levy by writ of execution. For a sheriff or constable to "levy" on property simply means for the sheriff or constable to take control and custody of the property. *See Wilkinson v. Goree*, 18 F.2d 455, 456 (5th Cir. [Tex.] 1927). Since the funds alleged to have been segregated pursuant to the Temporary Restraining Order are not subject to a levy by a sheriff or constable, they are not subject to execution. 9 Dorsaneo, Texas Litigation Guide § 132.03 (2019). A writ of execution is the principal process for the collection of money judgments. Tex. R. Civ. P. 621. Issued by the clerk and delivered to any sheriff or constable in Texas, the writ empowers the officer to levy on a debtor's nonexempt real and personal property within the officer's county, sell the property at public auction, and apply the proceeds toward satisfaction of the judgment. Tex. R. Civ. P. 622, 630, 637. 9 Dorsaneo, Texas Litigation Guide § 132.03 (2019).

B. The Defendants/Judgment Debtors cite no authority for the proposition that funds held in a bank account are subject to levy by a sheriff or constable by writ of execution.

16. At The Time of Signing the Affidavit in Support of the Application for Writ of Garnishment There Was No TRO

A. At the time the Plaintiff's attorney signed the affidavit in support of the application for writ of garnishment, there was no TRO. Therefore, the existence of the TRO and whether the Defendants complied with the TRO is irrelevant to the issue whether the affidavit in support of the application for garnishment was true and correct at the time it was signed. The TRO was granted almost two weeks after the affidavit in support of the application for writ of garnishment was signed.

17. TRO Has Expired By Its Own Terms

A. Even if funds in a bank account could be levied upon by sheriff or constable by writ of execution, ***the Temporary Restraining Order has expired by its own terms.*** The TRO did not require that the funds be held in Texas and did not require the Judgment Debtors to disclose where the funds were being held or the name of the institution where such funds were being held. Even if the Defendant complied with the TRO, funds frozen in some undisclosed, segregated bank account is not evidence that the Plaintiff's counsel falsely stated that there was no property in Texas subject to levy to satisfy the almost $800,000 judgment. As far as the Judgment Creditor knows, any such segregated account could well be in Panama and beyond the reach of creditors.

18. Judgment Creditor Is Not Aware of and Judgment Debtors Have Not Identified Any Assets in Texas Subject to Execution That Could Satisfy the Judgment

A. If there are assets subject to levy by writ of execution, the Judgment Debtors have not identified them either in response to post judgment discovery in Texas, in response to discovery

in Puerto Rico, nor in the affidavit of Adam Sinn. In the affidavit of Adam Sinn attached to the motion to dissolve, a conclusory statement is made about assets subject to levy which is not evidence to justify a dissolution of the garnishment. The Judgment Debtors are electricity commodities trading companies and are not known to have equipment, inventory, or other personal property that could be levied upon by a writ of execution to satisfy an almost $800,000 judgment. Further, no real estate in the name of the Judgment Debtors was known that can form the basis of a levy by writ of execution in satisfaction of this almost $800,000 judgment. Defendants have not moved to substitute property, of equal value as that garnished, for the garnished property. Tex. R. Civ. P. 664. If sufficient property of the Defendants has been located to satisfy the garnishment order, the court may authorize substitution of one or more items of Defendants' property for all or part of the garnished property, after making findings as to the value of the property to be substituted, Tex. R. Civ. P. 664. This procedure has not been sought by the Judgment Debtors. This procedure operates as an incentive to the Judgment Debtors to produce property in satisfaction of the debt to the Garnishor. *Black Coral Inv. v. Bank of the Southwest*, 650 S.W.2d 135, 136 (Tex. App.—Houston [14th Dist.] 1983, writ ref'd n.r.e.). In such an instance, the defendant has the burden of proving facts to justify the substitution. Tex. R. Civ. P. 664a; 3 Dorsaneo, Texas Litigation Guide § 42.04 (2019). Defendants have not moved for substitution nor met their burden for substitution of property.

19. Application For Turnover and Appointment of a Receiver Is Pending Before The Court

A. In the alternative, if the court grants the motion to dissolve the writ of garnishment, Plaintiff in Judgment asks the Court to immediately grant the Application for Turnover and Appointment of Receiver which is pending with the court for ruling since December 23, 2019.

The granting of the application for turnover would allow the court to effectively manage the assets of the Judgment Debtors/Defendants.

CONCLUSION

20. The Court should deny the motion to dissolve because Plaintiff in judgment has non-suited the garnishment of ERCOT. The court should deny the motion to dissolve the writ of garnishment because the Plaintiff and Judgment Creditor has a valid, subsisting judgment and no supersedeas bond has been filed. The court should deny the motion to dissolve the writ of garnishment because there is no defect in the affidavit of Plaintiff in support of the writ of garnishment, or alternatively any such defect was cured and further the judgment debtor lacks standing to seek dissolution of the writ of garnishment based upon the alleged defect.

Finally, the Court should deny the motion to dissolve because money held in a segregated bank account is not property subject to execution by sheriff's or constable's levy in Texas.

PRAYER

21. PATRICK A.P. DE MAN requests that Defendant's Motion to Dissolve be denied and PATRICK A.P. DE MAN have such other and further relief to which it may be entitled. Alternatively PATRICK A.P. DE MAN requests that PATRICK A.P. DE MAN's Request for Receivership be granted.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing has been served by E-Serve, fax or depositing in a wrapper the U.S. Mail, properly addressed on the 7th day of January, 2020:

Benjamin T. Pendroff of Barnes & Thornburg LLP, 2121 N. Pearl St., Suite 700, Dallas, TX.75201.

Respectfully submitted,

PATTERSON BOYD & LOWERY, P.C.

By: */s/ Richard Fason*

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ATTORNEYS FOR PLAINTIFF IN JUDGMENT

Exhibit 1

NO. 2019-79857

Patrick A.P. De Man	§	IN THE DISTRICT COURT OF
	§	
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
	§	
Raiden Commodities, L.P., and Aspire Commodities, L.P.	§	61ST JUDICIAL DISTRICT
	§	
	§	

AFFIDAVIT OF GERMAN J. BRAU RAMÍREZ

THE COMMONWEALTH OF PUERTO RICO	§
	§
MUNICIPALITY OF GUAYNABO	§

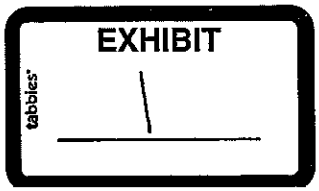
BEFORE ME, the undersigned authority, on this day personally appeared German J. Brau Ramírez, known to me and stated upon his oath the following:

1. "I am over twenty-one (21) years of age, married, an attorney, a resident of Guaynabo, Puerto Rico, and am otherwise capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I have been a licensed attorney in Puerto Rico since 1982.

3. I am a fluent speaker and writer in both Spanish and English, and I use both languages in the course of my legal practice.

4. I currently represent Mr. Patrick and Mrs. Mika De Man in the existing litigation against Adam C. Sinn; Raiden Commodities, LP (a/k/a Aspire Power Ventures LP); Raiden Commodities 1, LLC; Aspire Commodities, LP; Aspire Commodities 1, LLC; Sinn Living Trust and/or Gonemaroon Living Trust; Aspire Commodities, LLC; Aspire Commodities Holding Company, LLC; Aspire Commodities Holdings, LLC; Aspire Capital Management, LLC and other parties, filed before the Court of First Instance of Puerto Rico, Superior Court of Bayamón



(the "Superior Court"), civil number DAC2016-2144(701). I am personally acquainted with all the proceedings of said case.

5. Prior to my joining private practice in 2016, I served as a Trial and Intermediate Appellate Judge in Puerto Rico for almost 25 years. As a Trial Judge, I was assigned to civil litigation and am well-acquainted with the procedural rules of civil cases in Puerto Rico.

6. Since 1992, I have also served as an adjunct professor at the Law Schools of the University of Puerto Rico and Interamerican University of Puerto Rico. I have taught courses in Puerto Rico Civil Procedure and Appellate Practice, among others. I have also been a speaker at several professional seminars for attorneys related to Civil Procedure in Puerto Rico.

7. The partial summary judgment (the "Partial Judgment") issued by the Superior Court on December 27, 2018 in case DAC2016-2144(701) is a final judgment under Puerto Rico law.

8. Under Puerto Rico Rule of Civil Procedure 42.3, in a case involving several claims, a particular count can be severed from the rest and adjudicated in a final manner through a partial judgment, provided the Judge 1) expressly concludes that there is no reason for postponing the pronouncing of judgment on the claim until the conclusion of the suit and 2) expressly directs for judgment of record be entered. Once said conclusion is reached and said direction made, the partial judgment is final for all purposes. *Rodríguez v. Hospital*, 186 D.P.R. 889, 906 (2012); *U.S. Fire Insurance Co. v. A.E.E.*, 151 D.P.R. 962, 967-968 (2001).

9. This procedure was originally implemented through Rule 43.5 of the 1979 Puerto Rico Rules of Civil Procedure, which is equivalent to the current Rule 42.3 of the 2009 Puerto Rico Civil Procedure Rules. The 2009 Puerto Rico Civil Procedure Rules, including its Rule 42.3, have been in effect at all times material to DAC2016-2144(701) lawsuit. The text of the current Rule 42.3 is the following:

> When a suit comprises more than one claim, whether by suit, counterclaim, cross claim or third party complaint, or in which multiple parties appear, the court may issue a final judgment with regard to one or more claims, or parties without disposing of the total suit, provided that it expressly concludes that there is no reason to postpone the pronouncing of judgment on such claims or parties, until the final decision of the suit and provided that it is expressly directed for final judgment of record to be entered.
>
> When said conclusion and express order is reached, the partial judgment issued shall be final for all purposes with regard to the controversy adjudicated thereby, and once it is registered and a copy of its notice is filed in the case it shall be effective with regard to the terms provided in Rules 43.1, 47, 48 and 52.2. (My translation.)

10. In its final paragraph, the Partial Judgment issued on December 27, 2018 by the Superior Court in case DAC2016-2144(701) contains both elements required by Rule 42.3 to make a partial judgment final: It includes the express conclusion that there is no reason to postpone the pronouncing of the judgment on the claim until the end of the suit ("Se dicta sentencia parcial en esta etapa por no existir motive o para posponerla hasta el final del pleito"), and it directs that the judgment of record be entered. ("Registrese y notifíquese"). The Partial Judgment therefore was final as issued on December 27, 2018, and I know of no other rules or laws of Puerto Rico that would change this conclusion.

11. Defendants appealed the Partial Judgment before the Puerto Rico Intermediate Court of Appeals, *De Man et al. v. Sinn et al.*, KLAN2019-00280. Under article 4.006 of the 2003 Puerto Rico Judiciary Act, an appeal as of right only lies from final judgments, 4 L.P.R.A. § 24y. Review of interlocutory rulings is conducted through a writ of certiorari to the Intermediate Court of Appeals, 4 L.P.R.A. § 24y, and would normally be codified as "KLCE-" by that Court, not "KLAN-," which is the code for an appeal. The appellate case code of Defendants' appeal of the Partial Judgment, KLAN2019-00280, indicates it was an appeal as of right from a final judgment, not an interlocutory review by writ of certiorari.

12. On June 28, 2019, the Puerto Rico Intermediate Court of Appeals issued a judgment affirming the Partial Judgment issued by the Superior Court on December 27, 2018. The mandate was returned by the Court of Appeals on August 26, 2019. There is no avenue for further direct appeal of the Partial Judgment.

13. The Partial Judgment issued by the Superior Court is final under Puerto Rico law and can be executed. However, although defendants conduct business based in Puerto Rico and enjoy tax privileges for doing so, they currently have no liquid assets there. Plaintiffs placed a lien on an immovable property located in Dorado, Puerto Rico, which belongs to Aspire Capital Management, LLC, but execution of the judgment cannot be performed on said property as this company was not included in the Partial Judgment. The lien only serves to guarantee a future judgment against said party.

14. After the Partial Judgment became final, the defendants in case DAC2016-2144(701) filed a separate suit in the Bayamon Court collaterally attacking the Partial Judgment as void, under Puerto Rico Rule of Civil Procedure 49.2. *Sinn et al. v. De Man et al.*, BY2019CV05432. Puerto Rico Rule 49.2 is based on Federal Rule of Civil Procedure 60 and does not affect the finality of the judgment. Rule 49.2 also expressly indicates that a motion under the Rule does not suspend the effects of a judgment.

15. In their complaint, Defendants recognized the December 27, 2018 Partial Judgment was final. They alleged that the Partial Judgment was void because Plaintiffs had afterwards amended their complaint to add new parties. Plaintiffs in case DAC2016-2144(701) have appeared in the new litigation and requested dismissal pointing out that the request for relief is untimely and that it lacks any basis in law. Said motion is pending adjudication by the Court."

SIGNED this 20th day of December, 2019.

GERMAN J. BRAU RAMÍREZ

Affidavit No. 251

SUBSCRIBED AND SWORN TO before me by German J. Brau Ramírez, of the above-stated legal circumstances, whom I personally know; in San Juan, Puerto Rico, this 20th day of December, 2019, to certify which my hand and seal of office.

Notary Public

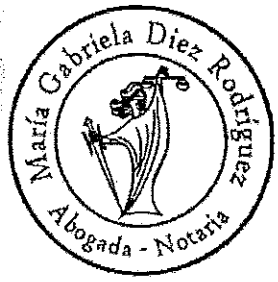


Exhibit 2

Certified Translation of Judgement from Puerto Rico

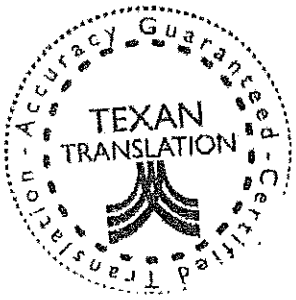
I, Mark W. (Marco) Hanson, certify that the following Spanish translation is complete, accurate and faithful to the best of my ability. I am a Texas Master Licensed Court Interpreter (1599) and American Translators Association (241783) certified Spanish to English translator. I hold a Master of Arts degree in Spanish from the University of Texas – Rio Grande Valley and have nineteen years of experience as a translator and interpreter.

Translator's signature: _____
Firma del traductor

Date signed: October 1, 2019
Fecha de firma: 1 de octubre de 2019

Traducción certificada de sentencia de Puerto Rico

Yo, Marco W. (Mark) Hanson, certifico que la traducción siguiente es completa, precisa y verdadera según mi mejor capacidad. Tengo la licencia de intérprete jurídico a nivel de maestría del Estado de Texas (1599) y la certificación de traductor del español al inglés de la American Translator's Association *[Asociación Norteamericana de Traductores]. Tengo el título de maestría en español de la* University of Texas – Rio Grande Valley, *y diecinueve años de experiencia como traductor e intérprete.*



ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA SUPERIOR DE BAYAMÓN

PATRICK A.P. DE MAN; MIKA DE MAN (A.K.A. MIKA KAWAJIRI-DE MAN OR MIKA KAWAJIRI); Y LA SOCIEDAD LEGAL DE BIENES GANANCIALES COMPUESTA POR AMBOS Demandantes v. ADAM C. SINN; RAIDEN COMMODITIES, L.P.; RAIDEN COMMODITIES 1 LLC; ASPIRE COMMODITIES, L.P.; ASPIRE COMMODITIES 1, LLC; SINN LIVING TRUST Demandados	CIVIL NÚM.: D AC2016-2144 (701) SOBRE: INCUMPLIMIENTO DE DEBER DE FIDUCIA; INCUMPLIMIENTO DE CONTRATO DE SOCIEDAD LIMITADA; DAÑOS Y PERJUICIOS; MALA FE Y DOLO; MALA FE EN LA CONTRATACIÓN; ENRIQUECIMIENTO INJUSTO

SENTENCIA SUMARIA PARCIAL

Considerada la Moción de Sentencia Sumaria Parcial presentada por la parte demandante el 7 de mayo de 2018, la oposición a dicha moción presentada por las partes codemandadas, los otros escritos en apoyo y oposición a la Moción de Sentencia Sumaria Parcial presentados por las partes, así como las argumentaciones de las partes durante la vista celebrada el 13 de diciembre de 2018, el Tribunal declara **CON LUGAR** la Moción de la parte demandante y emite la sentencia parcial solicitada.

A base de las alegaciones de las partes y los documentos y declaraciones juradas presentadas, el Tribunal determina que no existe una disputa sustancial sobre los siguientes:

HECHOS INCONTROVERTIDOS

1. El demandante Patrick De Man tuvo una relación contractual con las partes codemandadas.

2. En el párrafo 38 de su Demanda, presentada el 16 de diciembre de 2016, el demandante alegó que había comenzado a trabajar como empleado de la codemandada Aspire Commodities, LP, en 2011 en calidad de comerciante ("trader").

3. En su Contestación a la Demanda y Reconvención, presentadas el 30 de mayo de 2017, la parte demandada también alega que el demandante fue empleado de Aspire Commodities, LP.

COMMONWEALTH OF PUERTO RICO
TRIAL COURT
SUPERIOR COURT OF BAYAMON

PATRICK A.P. DE MAN; MIKA DE MAN (A.K.A. MIKA KAWAJIRI-DE MAN OR MIKA KAWAJIRI); AND THE COMMUNITY MATRIMONIAL ASSETS ACQUIRED BY BOTH SPOUSES

Plaintiffs

v.

ADAM C. SINN; RAIDEN COMMODITIES, L.P.; RAIDEN COMMODITIES 1 LLC; ASPIRE COMMODITIES, L.P.; ASPIRE COMMODITIES 1, LLC; SINN LIVING TRUST

Defendants

CIVIL NO.: D AC2016-2144 (701)

REGARDING:

BREACH OF FIDUCIARY DUTY; BREACH OF LIMITED LIABILITY COMPANY CONTRACT; DAMAGES; BAD FAITH AND MALICE; BAD FAITH IN CONTRACTING; UNJUST ENRICHMENT

PARTIAL SUMMARY JUDGMENT

Considering the Motion for Partial Summary Judgment filed by the Plaintiff on May 7, 2018, the opposition to said motion filed by the Co-Defendants, the other documents for and against the Motion for Partial Summary Judgment filed by the Parties, as well as the arguments of the Parties during the hearing held on December 13, 2018, the Court declares the Motion by the Plaintiff **GRANTED** and issues the requested partial judgment.

Based on the allegations of the Parties and the documents and sworn statements filed, the Court determines that there is no material dispute over the following:

UNCONTROVERTED FACTS

1. Plaintiff Patrick De Man had a contractual relationship with the Co-Defendants.

2. In paragraph 38 of his Suit, filed on December 16, 2016, the Plaintiff alleged that he had begun to work as an employee of the Co-Defendant Aspire Commodities, LP, in 2011 as a trader.

3. In its Answer to the Suit and Counterclaim, filed on May 30, 2017, the Defendant also alleges that the Plaintiff was employed by Aspire Commodities, LP.

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4. En el párrafo 37 de su Contestación, la parte demandada alegó que el demandante "fue contratado como empleado" y que "prestó sus servicios y conocimiento en consideración a su salario y bono de productividad."

5. En el párrafo 40 de su Contestación, la parte demandada alegó que el demandante "únicamente desempeñó labores administrativas típicas de un empleado regular y no de un socio o miembro propietario." La parte demandada alegó que cualquier gestión del demandante "fue debidamente compensada a través del salario devengado por éste y el esquema de bonificaciones al que estaba sujeto."

6. En la porción pertinente del párrafo 28 de su Reconvención, la parte demandada alegó que "[c]omo compensación, Aspire Commodities, LP acordó verbalmente con el señor De Man pagarle un salario fijo y una comisión, la cual consistía en una porción de las ganancias netas que generaran las actividades comerciales del señor De Man en particular."

7. En el párrafo 23 de la Reconvención Enmendada, presentada el 22 de junio de 2017, la parte demandada similarmente expresó que "[c]omo compensación, Aspire Commodities, LP acordó verbalmente con el señor De Man pagarle un salario fijo y un bono. El bono se calcularía como un porciento de las ganancias netas que generaran Aspire Commodities, LP o Raiden Commodities, LP como producto de las estrategias comerciales del señor de Man, en particular en los mercados de ERCOT o ICE."

8. Ambas partes coinciden, de este modo, en que el señor De Man fungió como empleado de Aspire Commodities, LP.

9. Además de Aspire Commodities, LP, el demandante también llevó a cabo funciones como empleado para Raiden Commodities, LP. En el párrafo 47 de la Contestación, la parte demandada alegó, en este sentido, que toda gestión o acción llevada a cabo por el señor De Man "en beneficio de Raiden LP y/o Aspire LP" fue realizada "en calidad de empleado y en cumplimiento de sus deberes como empleado."

10. Existe controversia entre las partes en torno a si, además de prestar servicios como empleado, el demandante adquirió algún tipo de interés societario en las empresas codemandadas que le confiriera derecho a participar en las ganancias de las

4. In paragraph 37 of his Answer, the Defendant claimed that the Plaintiff "was hired as an employee" and that "he provided his services and knowledge in consideration of his salary and productivity bonus."

5. In paragraph 40 of his Answer, the Defendant claimed that the Plaintiff "only performed administrative duties typical of a regular employee and not of a partner or owner-member." The Defendant claimed that any actions performed by the Plaintiff "were duly compensated through his salary earned and the bonus scheme to which he was subject."

6. In the pertinent portion of Paragraph 28 of his Counterclaim, the Defendant claimed that "[a]s compensation, Aspire Commodities, LP, verbally agreed with Mr. De Man to pay him a fixed salary and a commission, which consisted of a portion of the net earnings generated by Mr. De Man's business activities in particular."

7. In Paragraph 23 of the Amended Counterclaim, filed on June 22, 2017, the Defendant similarly stated that "[a]s compensation, Aspire Commodities, LP verbally agreed with Mr. De Man to pay him a fixed salary and a bonus. The bonus would be calculated as a percentage of the net profits generated by Aspire Commodities, LP or Raiden Commodities, LP as a product of Mr. Man's business strategies, particularly in the ERCOT or ICE markets."

8. Both parties agree, therefore, that Mr. De Man served as an employee of Aspire Commodities, LP.

9. In addition to Aspire Commodities, LP, the Plaintiff also performed duties as an employee of Raiden Commodities, LP. In paragraph 47 of the Answer, the Defendant alleges, in this regard, that all actions or performances carried out by Mr. De Man "for the benefit of Raiden LP and/or Aspire LP" were carried out "as an employee and in fulfilling his duties as an employee."

10. There is controversy between the parties about whether, in addition to providing services as an employee, the Plaintiff acquired some type of corporate interest in the Co-Defendants' companies that granted him the right to share in the profits of the

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empresas, no sólo con relación a las transacciones trabajadas por él, sino como producto de las actividades de los otros comerciantes. El demandante alega en su demanda que él se convirtió en socio, lo que es negado por la parte demandada. En el párrafo 54 de su Contestación, la parte demandada alega que cualquier alusión al señor De Man como "socio" o "miembro" de Aspire Commodities, LP "se debió a error o inadvertencia por parte de terceros."

11. Esta disputa de hecho existente sobre este aspecto de la controversia no impide que este Tribunal fije los derechos del demandante como empleado de Aspire Commodities, LP y Raiden Commodities, LP, asunto sobre el cual no existe controversia.

12. Para 2015, la parte demandada preparó un formulario K-1 para el señor De Man, informando sus ingresos para ese período al Internal Revenue Services. El formulario divulgaba la participación de socio correspondiente al demandante en Raiden Commodities, LP ("[p]artner's share of income, deduction, credits, etc.").

13. El récord refleja que la parte demandada también enviaba este tipo de formulario al demandado Adam C. Sinn.

14. Según la explicación ofrecida por el Sr. Gary G. Kleinrichert, perito de la parte demandada, en su declaración jurada del 31 de julio de 2018, el formulario K-1 es la planilla para ingreso de una sociedad del Gobierno Federal ("is the U.S. Return Partnership Income") y se usa para reportar ingresos, ganancias, pérdidas, deducciones, créditos, etc. ("is an information return used to report income, gains, losses, deductions, credits, etc. from the operation of the partnership").

15. Para el año 2015, el formulario K-1 del demandante reflejaba que éste tenía un ingreso ("income") de $1,890,847 y que se le habían pagado dividendos de $1,000,000 quedando un balance de ingreso no distribuido de $890,847.

16. El 26 de marzo de 2016, el demandante le escribió al demandado Adam C. Sinn y le propuso un itinerario para el pago de la suma que se le adeudaba ("half of the 891k now and the rest in late june"). El Señor Sinn manifestó estar de acuerdo. ("I think your email makes sense").

companies, not only in relation to the transactions he performed, but as a product of the activities performed by the other traders. The Plaintiff alleges in his claim that he became a partner, which the Defendant denies. In Paragraph 54 of his Answer, the Defendant alleges that any reference to Mr. De Man as a "partner" or "member" of "Aspire Commodities, LP "was due to error or oversight by third parties."

11. This dispute over facts concerning this aspect of the controversy does not prevent this Court from establishing the rights of the Plaintiff as an employee of Aspire Commodities, LP and Raiden Commodities, LP, a matter over which there is no controversy.

12. For 2015, the Defendant prepared a K-1 form for Mr. De Man, reporting his income for that period to the Internal Revenue Service. The form disclosed the Plaintiff's participation as a partner in Raiden Commodities, LP ("partner's share of income, deduction, credits, etc.".)

13. The record reflects that the Defendant also sent this type of form to Defendant Adam C. Sinn.

14. According to the explanation offered by Mr. Gary G. Kleinrichert, expert witness for the Defendant, in his sworn statement given on July 31, 2018, the K-1 form is used to report the income of a Federal Government company ("is the U.S. Return Partnership Income ") and is used to report income, profits, losses, deductions, credits, etc. ("is an information return used to report income, gains, losses, deductions, credits, etc. from the operation of the partnership").

15. For the year 2015, the Plaintiff's K-1 form reflected that he had an income of $1,890,847 and that he had been paid dividends of $1,000,000, leaving an undistributed income balance of $890,847.

16. On March 26, 2016, the Plaintiff wrote to the Defendant Adam C. Sinn and proposed a payment schedule for the amount owed to him ("half of the 891k now and the rest in late June"). Mr. Sinn stated that he was in agreement. ("I think your email makes sense").

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17. Según su declaración jurada y los documentos sometidos en apoyo a su moción de sentencia sumaria, al demandante se le pagaron $200,000 el 1ro de abril de 2016, quedando reducida la deuda a $690,847.

18. El demandante terminó su relación de trabajo con la parte demandada en 2016.

19. El 1ro de julio de 2016, el abogado de las partes demandadas le escribió un correo al demandante y le dijo que se le iba a pagar y que se estaba preparando un borrador de acuerdo de separación ("I am drafting your separation paperwork and I understand you will be paid in the normal course of performance").

20. El 18 de julio de 2018, el abogado de la parte demandada le escribió un nuevo correo a la representación del demandante, en la cual, entre otras cosas, manifestó que al demandante no se le iba a pagar, por existir ciertos asuntos que debían resolverse. En la comunicación enviada, la parte demandada admitió que al demandante se le adeudaban los dineros que reflejaba su formulario K-1, pero expresó que no se le pagaría porque, entre otras cosas, el demandante no había querido suscribir un borrador de acuerdo de separación que le fue sometido:

> For a variety of reasons, a wire will not be sent to Patrick today. The separation agreement attempted to fully resolve matters between all parties involved. While Mr. De Man is correct that his K-1 reflected income, the course of performance between the parties necessitated that certain capital be retained at the company. It is important that all issues be resolved prior to a final disbursement of the funds.

21. Al demandante no se le pagó la suma reflejada en su formulario K-1.

22. En su Reconvención, la parte demandada le reclama al demandante por daños y perjuicios por motivo de su incumplimiento de sus deberes de fiducia como empleado de la parte demandada. En el párrafo 56 de su Contestación, la parte demandada señala, entre otras cosas, que "cualquier salario y/o bonificación que se le deba al señor De Man por parte de Raiden LP y/o Aspire LP está sujeto a compensación por los daños causados por el señor De Man." En el inciso 17 de sus defensas afirmativas, la parte demandada alega que "[c]ualquier compensación o bonificación que los Demandados pudieran deberle al señor De Man está sujeta a ser compensada en función de los daños ocasionados por las actuaciones del señor De Man."

17. According to his sworn statement and the documents submitted in support of his motion for summary judgment, the Plaintiff was paid $200,000 on April 1, 2016, reducing the debt to $690,847.

18. The Plaintiff terminated his employment relationship with the Defendant in 2016.

19. On July 1, 2016, the Defendant's attorney wrote an email to the Plaintiff and told him that he would be paid and that a draft separation agreement was being prepared ("I am drafting your separation paperwork and I understand you will be paid in the normal course of performance").

20. On July 18, 2018, the Defendant's attorney wrote a new email to the Plaintiff's attorney, in which, among other things, he stated that the Plaintiff was not going to be paid due to certain matters that had to be resolved. In the notice sent, the Defendant admitted that the Plaintiff was owed the money reflected on his K-1 form, but expressed that he would not be paid because, among other things, the Plaintiff had refused to sign a draft separation agreement that was submitted to him:

> For a variety of reasons, a wire will not be sent to Patrick today. The separation agreement attempted to fully resolve matters between all parties involved. While Mr. De Man is correct that his K-1 reflected income, the course of performance between the parties necessitated that certain capital be retained at the company. It is important that all issues be resolved prior to a final disbursement of the funds.

21. The Plaintiff was not paid the amount reflected on his K-1 form.

22. In its Counterclaim, the Defendant sues the Plaintiff for damages due to his breach of his fiduciary duties as an employee of the Defendant. In Paragraph 56 of his Answer, the Defendant indicates, among other things, that "any salary and/or bonus owed to Mr. De Man by Raiden LP and/or Aspire LP is subject to compensation for damages caused by Mr. De Man." In Subsection 17 of his affirmative defenses, the Defendant alleges that "any compensation or bonus that the Defendants may owe to Mr. De Man is subject to compensation depending on the damages caused by Mr. De Man's actions."

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23. En los párrafos 10 y 11 de su Declaración Jurada del 1ro. de agosto de 2018, el Sr. Adam C. Sinn expresa las razones por las cuales la parte demandada entiende que no viene obligada a pagar al demandante los salarios y beneficios que se le adeudan:

> Mr. De Man voluntarily separated from Raiden in 2016. There was no agreement between Raiden and Mr. De Man which allowed Mr. De Man, upon such a separation, to compel payment to him of any undistributed amounts he may have earned. In fact, to the extent it applies, Raiden's Limited Partnership Agreement, ..., expressly stated that Mr. De Man had no such right and that any interest he had in Raiden at the time of his separation was subject to setoff for any harm he had caused Raiden. Similarly, Raiden's agreements with its employees required them to forfeit unpaid earnings upon a voluntary separation, like Mr. De Man's.
>
> Accordingly, Raiden did not owe Mr. De Man a payable debt of $890,847 at the end of 2015, and it does not currently owe Mr. De Man a liquid and payable debt of $690,847.

24. Junto con su Declaración Jurada, el señor Sinn acompañó un documento titulado "Second Amended & Restated Partnership Agreement" de Raiden Commodities, LP, con fecha del 30 de julio de 2013. Este documento sólo aparece firmado por el codemandado Adam Sinn y no tiene la firma del demandante.[1]

DISCUSIÓN

La Regla 36.3 de las de Procedimiento Civil autoriza a este Tribunal a dictar sentencia sumaria en un caso cuando no existe controversia real sustancial en cuanto a ningún hecho material en un caso. La Regla dispone que cuando se presente una moción de sentencia sumaria y se sostenga en la forma provista, la parte contraria "no podrá descansar solamente en las aseveraciones o negaciones contenidas en sus alegaciones, sino que estará obligada a contestar en forma tan detallada y específica, como lo haya hecho la parte promovente. De no hacerlo así, se dictará la sentencia sumaria en su contra si procede."

La Regla confiere discreción al Tribunal de Primera Instancia para dar por admitida toda relación de hechos expuesta en la moción, que esté debidamente formulada y apoyada en la forma en que lo exige el precepto, "a menos que esté debidamente controvertida conforme lo dispone la Regla." La Regla también dispone

[1] La parte demandante ha aducido en sus escritos que este documento es apócrifo. Al igual que la disputa sobre si el demandante es socio en las empresas demandadas, esta controversia es inmaterial y no impide que dictemos sentencia parcial porque el documento no está firmado por el demandante.

23. In paragraphs 10 and 11 of his Sworn Statement given on August 1, 2018, Mr. Adam C. Sinn expresses the reasons why the Defendant believes he is not obliged to pay the Plaintiff the wages and benefits owed to him:

> Mr. De Man voluntarily separated from Raiden in 2016. There was no agreement between Raiden and Mr. De Man which allowed Mr. De Man, upon such a separation, to compel payment to him of any undistributed amounts he may have earned. In fact, to the extent it applies, Raiden's Limited Partnership Agreement, ..., expressly stated that Mr. De Man had no such right and that any interest he had in Raiden at the time of his separation was subject to setoff for any harm he had caused Raiden. Similarly, Raiden's agreements with its employees required them to forfeit unpaid earnings upon a voluntary separation, like Mr. De Man's.
>
> Accordingly, Raiden did not owe Mr. De Man a payable debt of $890,847 at the end of 2015, and it does not currently owe Mr. De Man a liquid and payable debt of $690,847.

24. Along with his Sworn Statement, Mr. Sinn attached a document titled, "Second Amended & Restated Partnership Agreement" of Raiden Commodities, LP, dated July 30, 2013. This document is only signed by Co-Defendant Adam Sinn and does not bear the Plaintiff's signature.[1]

DISCUSSION

Rule of Civil Procedure 36.3 authorizes this Court to issue summary judgment in a case when there is no real, substantial controversy regarding any material fact in a case. The Rule indicates that when a motion for summary judgment is filed and is sustained in the manner provided, the opposing party "may not rely solely on the assertions or denials contained in its allegations, but would be required to answer in such a detailed and specific manner, as the petitioning party has done. Failure to do so will cause the summary judgment to be issued against [the opposing party] if applicable. "

The Rule grants discretion to the Trial Court to admit any narrative of facts set forth in the motion, duly formulated and supported in the manner required by the provision, "unless it is duly contested as provided by the Rule." The Rule also decrees

[1] The Plaintiff has argued in his writings that this document is apocryphal. Like the dispute concerning whether the Plaintiff is a partner in the Defendants' companies, this controversy is immaterial and does not prevent us from giving a partial sentence because the document is not signed by the Plaintiff.

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que "[e]l Tribunal no tendrá la obligación de considerar aquellos hechos" que no tienen una referencia a prueba documental o declaraciones juradas que establezcan una controversia.; véase, SLG Zapata-Rivera v. J.M. Montalvo, 189 D.P.R. 414, 433 (2013).

El Tribunal Supremo de Puerto Rico ha aclarado que, cuando no existe controversia real sustancial de hecho, se favorece el empleo de la sentencia sumaria como mecanismo para descongestionar los calendarios de los tribunales. Meléndez González v. M. Cuebas, Inc., 2015 T.S.P.R. 70; Ramos Pérez v. Univisión, 178 D.P.R. 200, 220 (2010). El promovido no puede valerse de "la lacónica aseveración de que los hechos están en controversia." Ramos Pérez v. Univisión, 178 D.P.R. a la pág. 226.

En este caso, hemos examinado los documentos, y éstos reflejan que no existe controversia real sustancial sobre los hechos. Al momento de terminar su relación con la parte demandada, al demandante se le adeudaban $690,847 por concepto de ingresos acumulados por él, según reportados al Gobierno de los Estados Unidos en la forma K-1 para 2015. Se trata de una suma líquida. Ramos y Otros v. Colón y Otros, 153 D.P.R. 534, 546 (2001).

Estas cantidades corresponden a los servicios prestados por el demandante como comerciante ("trader") para la parte demandada. Así lo esgrimió la propia parte demandada en sus alegaciones, al insistir que el demandante era su empleado (y nada más). La parte demandada está obligada por sus alegaciones. Díaz Ayala et al v. E.L.A., 153 D.P.R. 675, 693 (2001); Mariani v. Christy, 73 D.P.R., 782, 788-789 (1952); véase, además, Ernesto Chiesa Aponte, Tratado de Derecho Probatorio, Tomo II, pág. 655 ("cuando una parte hace una alegación ..., queda obligada por la alegación").

La parte demandada alegó que podía retener al demandante el dinero que se le debía por los servicios prestados, pero, la sección 5 de la Ley Núm. 17 de 1931, según enmendada, dispone expresamente que "ningún patrono podrá descontar ni retener por ningún motivo parte del salario que devengarán los obreros", salvo en las circunstancias que se exponen en el precepto, ninguna de las cuales está presente. 29 L.P.R.A. sec. 175; véase, Seafarers Int. Union de P.R. v. J.R.T., 94 D.P.R. 697, 704 esc. 4 (1967).

that "[t]he Court will not have the obligation to consider those facts" that do not have a reference to documentary evidence or sworn statements that establish a dispute.; see, SLG Zapata-Rivera v. J.M. Montalvo, 189 D.P.R. 414,433 (2013).

The Supreme Court of Puerto Rico has clarified that, when there is no real, substantial disagreement of fact, the use of the summary judgment is favored as a mechanism to clear the courts' dockets. Melendez Gonzalez v. M. Cuebas, Inc., 2015 T.S.P.R. 70; Ramos Perez v. Univision, 178 D.P.R. 200, 220 (2010). The Defendant cannot rely on "the laconic assertion that the facts are in dispute." Ramos Perez v. Univision, 178 D.P.R. on page 226.

In this case, we have examined the documents, and these reflect that there is no real, substantial controversy over the facts. Upon terminating his relationship with the Defendant, the Plaintiff was owed $690,847 for his accumulated income, as reported to the United States Government on the K-1 form for 2015. It is a liquid sum. Ramos and Others v. Colon and Others, 153 D.P.R. 534, 546 (2001).

These amounts correspond to the services provided by the Plaintiff as a trader for the Defendant. This was claimed by the Defendant itself in its allegations, insisting that the Plaintiff was its employee (and nothing more). The Defendant is bound by its allegations. Diaz Ayala et al v. E.L.A., 153 D.P.R. 675, 693 (2001); Mariani v. Christy, 73 D.P.R., 782, 788-789 (1952); see, in addition, Ernesto Chiesa Aponte, Probate Law Treatise, Volume II, page 655 ("when a party makes an allegation ..., it is bound by the allegation").

The Defendant claimed that it could withhold the money owed to the Plaintiff for the services rendered, but Section 5 of Act No. 17 of 1931, as amended, expressly states that "no employer may deduct or withhold any part of the salary earned by the worker for any reason," except in the circumstances set forth in the provision, none of which is present. 29 L.P.R.A. sec. 175; see, Seafarers Int. Union of P.R. v. J.R.T., 94 D.P.R. 697, 704 esc. 4 (1967).

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La sección 7 de la Ley dispone que la violación a la norma anterior se considera como un delito menos grave. 29 L.P.R.A. sec. 177.

Un patrono, de este modo, no puede compensar lo adeudado a un empleado por concepto de salario y beneficios, contra otras deudas que el patrono reclame del empleado. Lo contrario, naturalmente, expondría a los empleados a que se les retengan sus salarios bajo la alegación de que ellos adeudan sumas al patrono por el incumplimiento de sus deberes.

La contensión de la parte demandada es que el demandante renunció a su salario al marcharse de la empresa. Pero ello es contrario a la política pública de nuestra jurisdicción. Un empleado no puede ser penalizado por ejercer su derecho constitucional a escoger libremente su trabajo. Dolphin Int'l of P.R. v. Ryder Truck Lines, 127 D.P.R. 869, 885 (1991).

En su Declaración Jurada, el codemandado Adam C. Sinn alegó que el demandante renunció a su salario y bonificaciones por virtud del "Second Amended & Restated Partnership Agreement" de Raiden Commodities, LP. Este documento no aparece firmado por el demandante. El Artículo 1209 del Código Civil aclara que los contratos "sólo producen efecto entre las partes que los otorgan y sus herederos." 31 L.P.R.A. sec. 3374. Al no haber firmado el documento, el demandante no puede ser obligado a renunciar al cobro de lo que se le adeuda.

La renuncia de derechos nunca se presume. Eastern Sands, Inc. v. Roig Comm. Bank, 150 D.P.R. 703, 720 (1996). Aunque el Artículo 4 del Código Civil reconoce que los derechos se pueden renunciar, 31 L.P.R.A. sec. 4, el Tribunal Supremo de Puerto Rico ha aclarado que, para ser efectiva, una renuncia de derechos debe ser "clara, terminante, explícita e inequívoca. Aunque se concede que puede ser expresa o tácita, la renuncia de derechos en general no se presume y es de estricta interpretación. No es lícito deducirla de expresiones de dudosa significación." Quiñones Quiñones v. Quiñones Irizarry, 91 D.P.R. 225, 266 (1964).

Es un requisito indispensable de toda renuncia que ésta sea clara e inequívoca. Torres Solís et al. v. A.E.E et als., 136 D.P.R. 302, 314-315 (1994); Chico v. Editorial

Section 7 of the Law provides that the violation of the previous rule is considered a misdemeanor. 29 L.P.R.A. Sec. 177.

In this way, an employer cannot compensate what is owed to an employee for salary and benefits against other debts that the employer claims from the employee. Otherwise, it would naturally expose employees to their wages being withheld on the grounds that they owe sums to the employer for the breach of their duties.

The Defendant contends that the Plaintiff resigned his salary upon leaving the company. But that is contrary to the public policy of our jurisdiction. An employee cannot be penalized for exercising his constitutional right to freely choose his job. Dolphin Int'l of P.R., v. Ryder Truck Lines, 127 D.P.R. 869, 885 (1991).

In his Sworn Statement, Co-Defendant Adam C. Sinn alleged that the Plaintiff waived his salary and bonuses under the "Second Amended & Restated Partnership Agreement" of Raiden Commodities, LP. This document does not appear as signed by the Plaintiff. Article 1209 of the Civil Code clarifies that contracts only take effect between the issuing parties and their heirs." 31 L.P.R.A. Sec. 3374. Having not signed the document, the Plaintiff cannot be forced to waive the collection of what he is owed.

The waiver of rights is never presumed. Eastern Sands, Inc. v. Roig Comm. Bank, 150 D.P.R. 703, 720 (1996). Although Article 4 of the Civil Code recognizes that rights may be waived, 31 L.P.R.A. Sec. 4, the Supreme Court of Puerto Rico has clarified that, to be effective, a waiver of rights must be "clear, outright, explicit, and unequivocal. Although it grants that it may be express or tacit, the waiver of rights in general is not presumed and is strictly interpreted. It is not lawful to deduce it from expressions of doubtful significance." Quinones Quinones v. Quinones Irizarry, 91 D.P.R. 225, 266 (1964).

It is an indispensable requirement of any waiver that it be made in a clear and unequivocal manner. Torres Solis et al. v. A.E.E. et als., 136 D.P.R., 302, 314-315 (1994); Chico v. Editorial

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Ponce, Inc., 101 D.P.R. 759, 778 (1973); Mendoza Aldarondo v. Asociación Empleados, 94 D.P.R. 564, 577 (1967).

En este caso, la parte demandada no ha ofrecido ninguna evidencia que tienda a establecer que el demandante renunció a su derecho a cobrar por sus servicios. Dicha renuncia no puede inferirse del hecho de que el demandante haya decidido abandonar la empresa.

La parte demandada alega que desea compensar la deuda del demandante contra los daños que le ocasionó el demandante a las empresas por su conducta torticera. Conforme al Artículo 1150 del Código Civil, para que dos deudas sean compensadas, se requiere que ambas sean líquidas y exigibles. 31 L.P.R.A. sec. 3222. Fuentes Leduc v. Aponte, 63 D.P.R. 194, 199 (1944) ("para que la compensación proceda es necesario que exista un crédito líquido y exigible").

La deuda de la parte demandada hacia el demandante, según hemos señalado, es líquida y exigible y surge de los servicios prestados por el demandante a las empresas. Esta deuda no puede ser compensada contra los daños y perjuicios que la parte demandada reclama contra el demandante, porque estos daños no constituyen una suma líquida ni son exigibles, hasta tanto el Tribunal los determine y adjudique.

En su oposición a la moción de sentencia sumaria, la parte demandada alega que la declaración jurada del señor Sinn "provee las razones por las cuales al señor de Man no se le adeudan los $690,847 que éste reclama." La conclusión del codemandado de que no se le adeuda nada al demandante es una cuestión de derecho que puede ser adjudicada sumariamente por este Tribunal.

Este foro entiende que las razones aducidas por la parte demandada para retenerle al demandante sus ingresos generados para 2015 no es válida. Procede, por lo tanto, que dictemos sentencia sumaria parcial concediendo el remedio solicitado.

POR LOS FUNDAMENTOS EXPRESADOS, se dicta sentencia parcial declarando con lugar la moción de sentencia sumaria parcial presentada por la parte demandante y se ordena a la parte demandada a pagar solidariamente al demandante la suma adeudada de $690,847 y que le fue retenida al demandante por los

Ponce, Inc., 101 D.P.R. 759, 778 (1973) Mendoza Aldarondo v. Asociacion Empleados, 94 D.P.R. 564, 577 (1967).

In this case, the Defendant has not offered any evidence that establishes that the Plaintiff waived his right to charge for his services. Such waiver cannot be inferred from the fact that the Plaintiff decided to leave the company.

The Defendant alleges that it wishes to compensate the Plaintiff's debt against the damages caused by the Plaintiff to the companies for his tortious behavior. According to Article 1150 of the Civil Code, for two debts to be compensated, it is required that both be liquid and enforceable. 31 L.P.R.A. Sec. 3222. Fuentes Leduc v. Aponte, 63 D.P.R. 194, 199 (1944) ("for compensation to proceed a liquid and enforceable credit must exist").

The Defendant's debt to the Plaintiff, as we have stated, is liquid and enforceable and arises from the services provided by the Plaintiff to the companies. This debt cannot be compensated against the damages that the Defendant claims against the Plaintiff because these damages do not constitute a liquid sum, nor are they enforceable until the Court determines and adjudicates them.

In its opposition to the motion for summary judgment, the Defendant alleges that Mr. Sinn's sworn statement "provides the reasons why Mr. De Man is not owed the $690,847 he claims." The Co-Defendant's conclusion that the Plaintiff is not owed anything is a matter of law that can be summarily adjudicated by this Court.

This forum understands that the reasons adduced by the Defendant to withhold the income generated by the Plaintiff in 2015 are not valid. It is therefore appropriate that we issue a partial summary judgment granting the requested remedy.

DUE TO THE REASONS EXPRESSED, a partial judgment is issued sustaining the motion for partial summary judgment filed by the Plaintiff and the Defendants are ordered to jointly pay the Plaintiff the amount owed of $690,847, which was retained from the Plaintiff by the

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demandadas Aspire Commodities, LP y Raiden Commodities, LP. Se dicta sentencia parcial en esta etapa por no existir motivo para posponerla hasta el final del pleito. Tratándose de una controversia sobre el pago de los servicios y bonificaciones de un empleado, el Tribunal fija a la parte demandada honorarios de abogado a favor de la parte demandante en una cuantía del 15% del total, conforme a lo contemplado por la Ley, 32 L.P.R.A. sec. 3115, para un total de $103,627.05 por concepto de honorarios de abogada. Esta suma formará parte de la sentencia.

REGÍSTRESE Y NOTIFÍQUESE.

En Bayamón, Puerto Rico, a 27 de diciembre de 2018.

f/ANDINO OLQUÍN ARROYO
JUEZ SUPERIOR

Número de Identificador
SEN2018[illegible]092800

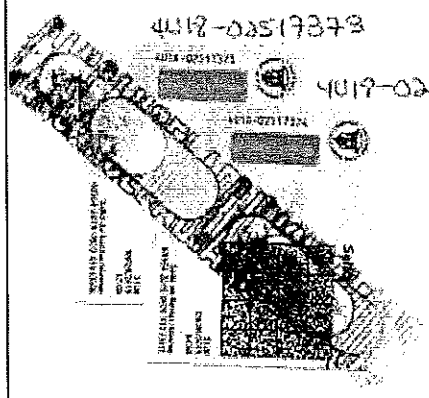
Defendants Aspire Commodities, LP and Raiden Commodities, LP. Partial sentence is granted at this stage because there is no reason to postpone it until the end of the lawsuit. In the case of a dispute over the payment for an employee's services rendered and bonuses, the Court sets the Defendants' attorney fees in favor of the Plaintiff in an amount of 15% of the total, as provided by Law, 32 L.P.R.A. Sec. 3115, for a total of $103,627.05 in attorney fees. This sum will form part of the judgment.

TO BE RECORDED AND NOTICE GIVEN.

In Bayamon, Puerto Rico, December 27, 2018.

[signature]
Signed ANDINO OLGUIN ARROYO
SENIOR JUDGE

Identifier Number:
SEN201800___0928000___



CERTIFICO que lo que antecede es copia fiel y exacta de su original que obra en los autos de este caso.
☐ Previo pago de derechos
☐ Para uso oficial
En Bayamón, Puerto Rico, a 20 de Sept. de 2019
Por Secretaria
Por Sec. Asst.

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL DE PRIMERA INSTANCIA
SALA DE BAYAMÓN

4U18-02517373

[tax stamp]

4U18-02517373

[gray security sticker]

Internal Revenue Stamp
80364-2019-0920-01910006
$4.80
9/20/2019
5120
•TAX OFFICE•
GOVERNMENT OF PUERTO RICO
[circular logo]
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4U18-0251-7374

[tax stamp]

4U18-0251-7374

[gray security sticker]

Internal Revenue Stamp
80364-2019-0920-01910011
$4.80
9/20/2019
5120
[QR code]
Seal
•TAX OFFICE•
GOVERNMENT OF PUERTO RICO
[circular logo]

[blue rubber stamp superimposed diagonally on tax stamps]
CANCELLED

[blue rubber stamp]
I CERTIFY that the preceding is an exact and faithful copy of the original found in the case files.
☒ Subject to payment of fees
☐ For official use
In Bayamon, Puerto Rico on
September 20, 2019
By: Laura I. Santa Sanchez,
Licensed Professional
Secretary
By: J Marie Hernandez
Assistant Court Secretary

[circular blue rubber stamp]
COMMONWEALTH OF PUERTO RICO
[crest with balance scales]
TRIAL COURT
SUPERIOR COURT OF BAYAMON
•GENERAL COURT OF JUSTICE•
[initials] *DHH*
D111

[end of translation] [*fin de la traducción*]

Exhibit 3

Certified Translation of Email from Puerto Rico

I, Mary Langlinais, certify that I am fluent in the English and Spanish languages, competent to translate the attached document, and that this translation is true, complete and accurate to the best of my ability. I hold a bachelor's degree in Spanish, a Texas lifetime teaching certificate in the area of Spanish, and am a native speaker of English. Any alterations or attachments to these pages invalidate my certification. Square brackets indicate a translator's note not found in the original document.

Traducción certificada de correo electrónico de Puerto Rico

Yo, Mary Langlinais, certifico que domino los idiomas inglés y español, y que soy competente para traducir el documento adjunto, y que esta traducción es verdadera, completa y precisa según mi mejor capacidad. Tengo estudios de licenciatura en español, un certificado de maestra de Texas en el área de español, y hablo inglés como lengua materna. Cualquier alteración o documento agregado a estas páginas invalida mi certificación. Los corchetes indican una nota del traductor referente a información que no está presente en el documento original.

Translator's signature
Firma de la traductora

Date signed: December 19, 2019
Fecha de firma: 19 de diciembre de 2019

Accuracy Guaranteed - Certified Translation - TEXAN TRANSLATION

EXHIBIT
tabbies
3

Patrick de Man

From: German Brau <german.brau@bioslawpr.com>
Sent: Monday, August 26, 2019 9:24 AM
To: Patrick de Man
Subject: FW: Notificación Electrónica KLAN201900280

From: NoReply@ramajudicial.pr <NoReply@ramajudicial.pr>
Sent: Monday, August 26, 2019 9:23 AM
To: German Brau <german.brau@bioslawpr.com>
Subject: Notificación Electrónica KLAN201900280

ESTADO LIBRE ASOCIADO DE PUERTO RICO
TRIBUNAL GENERAL DE JUSTICIA
TRIBUNAL DE APELACIONES
REGION JUDICIAL DE BAYAMON

PATRICK A.P. DE MAN

VS.
SINN, ADAM C

Caso Núm. Tribunal de Apelaciones: KLAN201900280

Caso Núm. Tribunal de Primera Instancia o Agencia: D AC2016-2144

CARTA DE TRÁMITE SOBRE MANDATO

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SECRETARIO GENERAL BAYAMON (SUP)

1

Patrick de Man

From: German Brau <german.brau@bioslawpr.com>
Sent: Monday, August 26, 2019 9:24 AM
To: Patrick de Man
Subject: FW: Electronic Notification KLAN201900280

From: NoReply@ramajudicial.pr <NoReply@ramajudicial.pr>
Sent: Monday, August 26, 2019 9:23 AM
To: German Brau <german.brau@bioslawpr.com>
Subject: Electronic Notification KLAN201900280

COMMONWEALTH OF PUERTO RICO
GENERAL JUDICIAL COURT
APPELLATE COURT
BAYAMON JUDICIAL REGION

PATRICK A.P. DE MAN — Case No. Appellate Court: KLAN201900280

VS. — Case No. Trial Court or Agency: D AC2016-2144
SINN, ADAM C

PROCEDURAL LETTER REGARDING MANDATE

A: BRAU RAMIREZ, GERMAN J, LICENSED PROFESSIONAL
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BAYAMON SECRETARY GENERAL (SUP)

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PO BOX 60619
BAYAMON PR 00960

LE REMITO EL MANDATO DE ESTE TRIBUNAL EN EL CASO NÚMERO KLAN201900280 RESUELTO DEL DÍA 28 DE JUNIO DE 2019 . EL MANDATO FUE ENVIADO AL FORO CORRESPONDIENTE, ESTA CARTA ES SOLAMENTE PARA SU CONOCIMIENTO.

DADA EN SAN JUAN, PUERTO RICO, A 26 DE AGOSTO DE 2019.

LILIA M. OQUENDO SOLIS	POR: F/ MODESTA NEGRON MOJICA
NOMBRE DEL (DE LA) SECRETARIO (A) DEL TRIBUNAL DE APELACIONES	NOMBRE Y FIRMA DEL (DE LA) SECRETARIO(A) AUXILIAR DEL TRIBUNAL

Casos Consolidados- KLCE201900346

CAT-1110-Carta de Trámite sobre Mandato (Rev Agosto 2017)

PO BOX 60619
BAYAMON PR 00960

THE MANDATE OF THIS COURT WAS MAILED FOR CASE NUMBER KLAN201900280 SETTLED ON JUNE 28, 2019. THE MANDATE WAS SENT TO THE CORRESPONDING VENUE, THIS LETTER IS ONLY FOR YOUR NOTICE.

GIVEN IN SAN JUAN, PUERTO RICO, ON AUGUST 26, 2019.

LILIA M. OQUENDO SOLIS NAME OF THE SECRETARY OF THE APPELLATE COURT HEARING	BY: F/MODESTA NEGRON MOJICA NAME AND SIGNATURE OF THE ASSISTANT COURT SECRETARY

Consolidated Cases- KLCE201900346

OAT-1102 PROCEDURAL LETTER REGARDING MANDATE (Rev August 2017)

[end of translation] [*fin de la traducción*]