IN THE UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

Brigade Leveraged Capital Structures Fund Ltd., Brigade Distressed Value Master Fund Ltd., Tasman Fund LP, Claren Road Credit Master Fund, Ltd., Claren Road Credit Opportunities Master Fund, Ltd., Fir Tree Value Master Fund, L.P., Fir Tree Capital Opportunity Master Fund, L.P., Fir Tree Special Opportunities Fund IV, LP, Fir Tree Special Opportunities Fund V, LP, Fore Multi Strategy Master Fund, Ltd., Sola Ltd, Ultra Master Ltd, Solus Opportunities Fund 5 LP, Plaintiffs, - against - Alejandro J. García Padilla, in his official capacity as Governor of Puerto Rico; Juan C. Zaragoza Gómez, in his official capacity as Secretary of the Puerto Rico Department of the Treasury, and John Doe, in his/her official capacity as receiver for the Government Development Bank for Puerto Rico, Defendants.	**CIVIL NO. 16-01610 (FAB)**

PLAINTIFFS' REPLY IN FURTHER SUPPORT OF PLAINTIFFS' MOTION FOR A DETERMINATION THAT THE PROMESA STAY DOES NOT STAY PLAINTIFFS' CONSTITUTIONAL CLAIMS, OR, IN THE ALTERNATIVE, FOR RELIEF FROM THE STAY

TABLE OF CONTENTS

Preliminary Statement.....1

Argument 3

I. The PROMESA Stay Does Not Apply Because It Lacks "Clear and Convincing" Language Barring Constitutional Claims 3

II. In the Alternative, Plaintiffs Should be Granted Relief from the Stay to Allow Their Constitutional Claims to Proceed. 5

Conclusion 9

TABLE OF AUTHORITIES

Cases

Bell v. Hood,
327 U.S. 678 (1946) 8

Califano v. Sanders,
430 U.S. 99 (1977) 8

C&A, S.E. v. P.R. Solid Waste Mgmt. Auth.,
369 B.R. 87 (D.P.R. 2007) 6

In re City of Detroit, Mich.,
501 B.R. 702 (Bankr. E.D. Mich. 2013) 6, 8, 9

In re Consol. Distrib. Inc.,
No. 13-40350, 2013 WL 3929851 (Bankr. E.D.N.Y. July 23, 2013) 6

Cruz-Aponte v. Caribbean Petroleum Corp.,
30 F. Supp. 3d 111 (D.P.R. 2014) 4

Franklin Cal. Tax-Free Trust v. Puerto Rico,
85 F. Supp. 3d 577 (D.P.R. 2015), *aff'd*, 805 F.3d 322 (1st Cir. 2015), *aff'd*,
136 S. Ct. 1938 (2016) 2, 7

Johnson v. Robison,
415 U.S. 361 (1974) 3, 4

Kreschollek v. S. Stevedoring Co.,
78 F.3d 868 (3d Cir. 1996) 4

Landis v. N. Am. Co.,
299 U.S. 248 (1936) 4

In re Marvin Johnson's Auto Serv. Inc.,
192 B.R. 1008 (Bankr. N.D. Ala. 1996) 9

Ralls Corp. v. Comm. on Foreign Inv. in the U.S.,
758 F.3d 296 (D.C. Cir. 2014) 5

Reardon v. United States,
947 F.2d 1509 (1st Cir. 1991) 3, 4

Santa Clara Cty. Fair Ass'n, Inc. v. Sanders (In re Santa Clara Cty. Fair Ass'n, Inc.),
180 B.R. 564 (9th Cir. B.A.P. 1995) 9

Sonnax Indus., Inc. v. Tri Component Prods. Corp. (In re Sonnax Indus., Inc.),
907 F.2d 1280 (2d Cir. 1990) 5, 6

Thunder Basin Coal Co. v. Reich,
510 U.S. 200 (1994) 4, 8

Webster v. Doe,
486 U.S. 592 (1988) 3

Statutes

Puerto Rico Oversight, Management, and Economic Stability Act
S. Res. 2328, 114th Cong. (2016) (enacted) ..... *passim*

Puerto Rico Emergency Moratorium and Financial Rehabilitation Act,
Puerto Rico Law 21 of 2016 ..... *passim*

TO THE HONORABLE COURT:

COME NOW Plaintiffs, by and through their undersigned counsel, and very respectfully state and pray as follows:

PRELIMINARY STATEMENT

The unconstitutional provisions of the Moratorium Act[1] injured Plaintiffs upon their enactment and will continue to injure Plaintiffs until they are declared unconstitutional. As Plaintiffs demonstrated in their Motion, the PROMESA Stay does not apply to Plaintiffs' constitutional claims as the PROMESA Stay provisions fall far short of showing the requisite "clear and convincing" congressional intent to limit judicial review of constitutional claims.

Defendants attempt to brush aside the serious constitutional questions that would be raised if PROMESA were interpreted to stay Plaintiffs' claims. Under Defendants' reading, the PROMESA Stay would apply to any constitutional challenge by any creditor of Puerto Rico, closing courts to Puerto Rico creditors injured by unconstitutional commonwealth legislation for the duration of the stay. According to Defendants, this sweeping limitation on judicial review presents no problem because it is "temporary," and because courts have general discretion to manage their dockets and stay lawsuits.

Defendants are simply incorrect. The fact that courts may stay cases does not mean that Congress may impose a blanket stay on constitutional claims. To the contrary, even a temporary limitation on judicial review of constitutional challenges raises serious constitutional questions, and courts therefore require that Congress speak in clear and convincing language to impose even temporary limitations on constitutional review. Defendants' own erroneous parsing of the

[1] Capitalized terms not defined herein have the meaning assigned to them in Plaintiffs' Motion for a Determination that the PROMESA Stay Does Not Stay Pls.' Constitutional Claims, or, in the Alternative, for Relief from the Stay (Dkt. 30) ("Motion" or "Mot.").

PROMESA Stay[2] confirms that the statutory text and purposes of the PROMESA Stay do not demonstrate a "clear and convincing" intent to apply the stay to constitutional claims.

As for Plaintiffs' motion in the alternative for relief from the PROMESA Stay, Defendants contend that Plaintiffs will suffer no harm from imposition of the stay because the receivership provisions of the stay have not yet been used and because any injury can be resolved in future litigation. This argument fails: the Moratorium Act has injured Plaintiffs—and Plaintiffs' challenges to the Moratorium Act are ripe—because the challenged provisions nullified or impaired statutory and contractual obligations of GDB to Plaintiffs. Plaintiffs' claims were ripe as soon as the Act was enacted. *Franklin Cal. Tax-Free Tr. v. Puerto Rico*, 85 F. Supp. 3d 577, 589, 591 (D.P.R. 2015), *aff'd*, 805 F.3d 322, 333 n.16 (1st Cir. 2015), *aff'd on other grounds*, 136 S. Ct. 1938 (2016). And Defendants cannot seriously maintain that a barrage of lawsuits against numerous recipients of illegal transfers from GDB under the Moratorium Act would be preferable to a single adjudication of the constitutionality of the Act.

For their own part, Defendants fail to demonstrate that they will be injured if Plaintiffs are relieved from the PROMESA Stay. Defendants will not be injured by resolution of this case before the PROMESA Oversight Board is constituted. While Defendants speculate that the Board could take any number of actions with respect to the Moratorium Act, it is clear that the Board has no power to base its actions on an unconstitutional law. Nor would the costs of litigating this action justify leaving the stay in place, given that the cost incurred in resolving the constitutionality of the Moratorium Act now would eliminate the exponentially greater costs of the multiple litigations that will be engendered if the constitutional challenges to the Act are not

[2] Per Local Rule 7(c), Plaintiffs confine this Reply to new matters raised in Defendants' Opposition to "Motion for a Determination that the PROMESA Stay Does Not Stay Pls.' Constitutional Claims, or, in the Alternative, for Relief from the Stay" (Dkt. 81) ("Opp'n") but do not concede and affirmatively dispute Defendants' other arguments.

resolved. For all of the reasons set forth below and in Plaintiffs' Motion, Plaintiffs respectfully request that the Court determine that the PROMESA Stay does not apply to the claims of the Amended Complaint, or, in the alternative, grant Plaintiffs relief from the stay to allow the claims of the Amended Complaint to proceed to litigation on the merits.

ARGUMENT

I. The PROMESA Stay Does Not Apply Because It Lacks "Clear and Convincing" Language Barring Constitutional Claims

Defendants do not point to any language in PROMESA that would demonstrate the "clear and convincing" evidence of congressional intent required to restrict judicial review of constitutional claims. Nor do Defendants cite to any case suggesting that interpreting a statute to foreclose judicial review of constitutional claims would not pose grave constitutional concerns. Instead, Defendants assert that the PROMESA Stay may apply to constitutional claims even without "clear and convincing" evidence of congressional intent because the PROMESA Stay is temporary and consistent with a court's inherent authority to manage its docket and stay cases.

The basic premise of Defendants' argument—that "[n]o court has ever suggested that such a temporary stay . . . raises any constitutional concerns" (Opp'n at 7)—is simply wrong. In *Reardon v. United States*, 947 F.2d 1509 (1st Cir. 1991) (which Plaintiffs cited on page nine of their motion)—the First Circuit, sitting *en banc*, considered whether a temporary limitation on judicial review applied to a claim that an environmental statute violated the due process clause. Even though the limitation on review was only temporary, the First Circuit interpreted it "in light of the Supreme Court's oft-repeated pronouncement that 'where Congress intends to preclude judicial review of constitutional claims its intent to do so must be clear.'" *Id.* at 1514-15 (quoting *Webster v. Doe*, 486 U.S. 592, 603 (1988) and citing *Johnson v. Robison*, 415 U.S. 361 (1974)). Because the temporary restriction lacked "a clear congressional intent" to limit

challenges to the constitutionality of a statute, the First Circuit held that it did not apply to the *Reardon* plaintiffs' due process claim. *Id.*

Reardon thus demonstrates that, contrary to Defendants' suggestion, the "clear and convincing standard" set forth in *Johnson v. Robison* and its progeny indeed applies to statutes that delay judicial review, such as the PROMESA Stay, as well as statutes that purport to foreclose judicial review altogether.[3]

Defendants' attempt to side-step the "clear and convincing" standard by arguing that courts have inherent authority to stay actions on a case-by-case basis is singularly unavailing.[4] A court's authority to manage its docket and stay cases has no bearing on whether and in what manner Congress may constitutionally stay judicial review of constitutional claims. *Landis v. North Am. Co.*, 299 U.S. 248 (1936), which Defendants cite (Opp'n at 7-8), offers no support for Defendants' argument. While it is true that *Landis* states that courts have discretion to stay cases, in *Landis* the Supreme Court held that a trial court abused that discretion by staying multiple duplicative constitutional challenges to a federal statute until one case not subject to the stay proceeded to final judgment and appeal. *Id.* at 256. Defendants' attempt to distort *Landis*, a case holding that it was an abuse of discretion to stay some parties' constitutional challenges while others went forward, to somehow stand for the proposition that it is "not constitutionally suspect" (Opp'n at 7) for Congress to stay *all* pending constitutional challenges to a statute, is untenable.

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[3] Defendants are also incorrect that a temporary stay of judicial review raises no constitutional concerns. It is well established that delaying review raises constitutional concerns where the party seeking review will be injured by the delay. *See, e.g.*, *Kreschollek v. S. Stevedoring Co.*, 78 F.3d 868, 875 (3d Cir. 1996); *see also Thunder Basin Coal Co. v. Reich*, 510 U.S. 200, 216 (1994).

[4] *Cruz-Aponte v. Caribbean Petroleum Corp.*, 30 F. Supp. 3d 111 (D.P.R. 2014)—an admiralty action arising out of an incident at an oil terminal, not a challenge to unconstitutional legislation—stands for the undisputed proposition that courts have the authority to stay cases. *Id.* at 113-14. It has no bearing on whether Congress may impose a stay on constitutional claims without raising serious constitutional issues.

Finally, Defendants' parsing of the language of the PROMESA Stay only highlights that PROMESA contains no "clear and convincing" evidence of Congressional intent to stay constitutional claims. Defendants' argument that the PROMESA Stay applies here hinges on the Stay's application to rights arising out of "bonds" (Opp'n at 5-6) is hardly evidence of an intent to stay facial challenges to unconstitutional statutes.[5] Moreover, courts routinely conclude that broad language apparently limiting all review is not sufficiently "clear and convincing" to apply to constitutional claims. *See, e.g., Ralls Corp. v. Comm. on Foreign Inv. in the U.S.*, 758 F.3d 296, 304, 311 (D.C. Cir. 2014) (finding statutory language that actions "shall not be subject to judicial review" did not "provide[] clear and convincing evidence that . . . Congress intended to preclude judicial review of" constitutional claims (internal quotation and citation omitted)). Accordingly, Defendants' citation to PROMESA's statement that the PROMESA Stay is "limited in nature and narrowly tailored" (PROMESA § 405(m)(5)(B)) only proves that PROMESA cannot be read to evidence "clear and convincing" congressional intent that its language should be stretched to stay constitutional claims.

II. In the Alternative, Plaintiffs Should be Granted Relief from the Stay to Allow Their Constitutional Claims to Proceed.

Defendants concede that the Court may relieve Plaintiffs from the PROMESA Stay for cause, and that the Court should weigh the balance of harms and public interest when assessing whether to grant this relief.[6] Defendants oppose relief from the stay on the grounds that

[5] The argument that PROMESA stays Plaintiffs' claims because the PROMESA Stay applies to any action enforcing rights with respect to bonds is particularly farfetched for Plaintiffs' preemption claim. Whether the challenged provisions of the Moratorium Act are preempted by the Bankruptcy Code and PROMESA is a pure question of statutory interpretation that does not "relate[] to" or depend in any way on the terms of Plaintiffs' bonds. In addition, it would make little sense for Congress to provide that PROMESA expressly preempts any "territory law prescribing a method of composition of indebtedness or a moratorium law" that binds nonconsenting creditors, PROMESA § 303, while intending to stay actions to invalidate Puerto Rico laws preempted by this provision.

[6] Although Defendants do not dispute that the Court should determine whether "cause" exists by weighing the impact on the parties and the balance of harms, they argue that Plaintiffs failed to make an initial showing that "cause" exists because Plaintiffs did not mechanically apply the many factors outlined in *Sonnax Indus., Inc. v. Tri*

(i) Plaintiffs "will not suffer any harm from the stay" because Plaintiffs' claims are not ripe; (ii) any injury caused by implementation of the unlawful provisions of the Moratorium Act can be cured by money damages; (iii) the stay should remain in place until the Oversight Board acts with respect to GDB; and (iv) Defendants will have to bear the costs of litigating this action. None of these withstand scrutiny.

First, Defendants' argument rests on the incorrect premise that Plaintiffs' claims are not yet ripe. Yet, Defendants have already conceded in their motion to dismiss that Plaintiffs' claims against Sections 105, 201(b), 201(c), 203(b)(1), and 203(f) of the Moratorium Act are ripe. (*See* Defs' Mot. to Dismiss at 11 (asserting only that "plaintiffs' challenges to the receivership provisions are not ripe"), *id.* at 5 (defining Sections 301, 302, and 401 as the "Receivership Provisions").) These provisions of the Act have already injured Plaintiffs by stripping them of bargained-for contractual rights and remedies and subjecting Plaintiffs to the threat of a contempt proceeding and money damages should Plaintiffs take action to thwart further unlawful stripping of GDB assets. (Am. Compl. ¶ 35.)

In any case, Plaintiffs' claims against the receivership provisions of the Moratorium Act are ripe, and Plaintiffs have been and will continue to be injured by these unlawful provisions until they are declared unconstitutional. Until enactment of the Moratorium Act, Plaintiffs benefited from bargained-for contractual rights with respect to GDB. (Am. Compl. ¶¶ 12-20.) These rights included the right to recover on par with all other senior unsecured debt of GDB and

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Component Prods. Corp. (In re Sonnax Indus., Inc.), 907 F.2d 1280, 1286 (2d Cir. 1990). This argument can be rejected offhand, both because Defendants rely heavily on *In re City of Detroit, Mich.*, 501 B.R. 702 (Bankr. E.D. Mich. 2013), where the court considered solely the balance of the harms, *id.* at 709-12, and because even cases that apply the *Sonnax* factors hold that the Court "need not give equal weight to each factor" and need only find that the relevant factors weigh, on balance, in favor of the party requesting the stay be lifted. *In re Consol. Distribs. Inc.*, No. 13-40350, 2013 WL 3929851, at *10-12 (Bankr. E.D.N.Y. July 23, 2013) (internal quotations and citation omitted) (considering only six of the *Sonnax* factors); *see C&A, S.E. v. P.R. Solid Waste Mgmt. Auth.*, 369 B.R. 87, 95 (D.P.R. 2007).

the "absolute and unconditional right" that their entitlement to principal and interest would not be changed without their consent. (*Id.* at ¶ 18(d).) The passage of the Moratorium Act eliminated these rights: creditors of equal rank are no longer required to recover equally from GDB's assets, and creditors are subject to reduction of their entitlement to principal and interest without their consent. (Am. Compl. ¶ 34; Moratorium Act § 301(H), 401.)

Defendants' argument that Plaintiffs are not injured by the receivership provisions because these provisions have not yet been put to use ignores the fundamental difference between being the beneficiary of a contractual obligation by GDB (as was the case before the Moratorium Act) and now having the mere hope and prayer that GDB and the Commonwealth will not put the laws nullifying these obligations to their full destructive use. Plaintiffs' claims are ripe and Plaintiffs continue to suffer injury because the enactment of the Moratorium Act eliminated Plaintiffs' rights. *See Franklin Cal. Tax-Free Tr.*, 85 F. Supp. 3d at 591 (nullification of statutory and contractual rights worked a "direct and immediate" injury on bondholders), *aff'd*, 805 F.3d at 333 n.16 (concluding that the claims were ripe because "plaintiffs allege that the very enactment of the Recovery Act, rather than the *manner* of enforcement, impairs their contractual rights" (emphasis in original)).

Second, the fact that later litigation could remedy some of the injuries Plaintiffs will suffer as a result of the stay does not counsel against granting relief from the stay. Defendants assert that "even if any allegedly preferential transfers were made during the pendency of the stay, PROMESA provides a vehicle for recovery of such transfers." (Opp'n at 12 (citing various PROMESA provisions).) In essence, Defendants argue that Plaintiffs' challenge to the Moratorium Act—including to the provisions allowing Defendants to make illegal transfers in the first place—can be stayed without ill effect because illegal transfers made under the

Moratorium Act can be unwound by subsequent lawsuits under PROMESA. This argument demonstrates a disturbingly cavalier approach to both Plaintiffs' constitutional rights and to the interests of the numerous Commonwealth entities that would be subjected to multiple protracted litigations to recover such illegal transfers. The interests of Plaintiffs and the public interest would be far better served by adjudicating the constitutionality of the Moratorium Act now.[7]

Third, Defendants offer no reason why this Court should postpone adjudication of the Moratorium Act's constitutionality until the Oversight Board acts. In what Defendants admit to be "pure speculation," Defendants posit that the Board could design a Fiscal Plan for GDB that disregards the Moratorium Act. (Opp'n at 11.) Or the Board could design a Fiscal Plan that relies on part of the Act. (*Id.*) Or the Board could intervene in this case. (*Id.*) But whatever action Defendants may speculate the Board could take, what is clear is that the Board has no power to develop any plan relying on an unconstitutional law. This Court, not the Board, is charged with interpreting the Constitution. *See Thunder Basin Coal Co.*, 510 U.S. at 215; *Bell v. Hood*, 327 U.S. 678, 684 (1946); *see also Califano v. Sanders*, 430 U.S. 99, 109 (1977) ("Constitutional questions . . . are unsuited to resolution in administrative hearing procedures and, therefore, access to the courts is essential to the decision of such questions."). Adjudicating this issue now will facilitate the Board's development of a fiscal plan unencumbered by the unconstitutional provisions of the Moratorium Act.

Fourth, and finally, the costs of litigating this and other constitutional challenges to the Moratorium Act do not outweigh the many benefits of granting relief from the PROMESA Stay.[8]

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[7] In any case, Plaintiffs need not show "irreparable" harm because Plaintiffs seek relief from the PROMESA Stay under Section 405(e), which authorizes relief "for cause" after notice and a hearing, not Section 405(g), which authorizes expedited relief upon a showing of irreparable harm. *See* PROMESA § 405(g).

[8] In support, Defendants cite *In re City of Detroit, Mich.*, where the court stayed a lawsuit against the city which challenged the constitutionality of a statute pursuant to which an emergency manager was appointed. 501 B.R. at 705-08. The constitutional claim there "directly threaten[ed] the City's ability to continue in th[e]

Courts routinely conclude that the costs of litigation are not a sufficient reason to deny relief from the bankruptcy stay. *See Santa Clara Cty. Fair Ass'n, Inc. v. Sanders (In re Santa Clara Cty. Fair Ass'n, Inc.),* 180 B.R. 564, 566 (9th Cir. B.A.P. 1995) (collecting cases); *see also In re Marvin Johnson's Auto Serv. Inc.*, 192 B.R. 1008, 1016 & n.13 (Bankr. N.D. Ala. 1996) (same). Moreover, even if this action were stayed, the Commonwealth will bear the costs of litigating the legality of the Moratorium Act, whether in the spate of avoidance actions that would flow from an illegal distribution of GDB assets relying on the Moratorium Act, appeals from any Oversight Board action relying on the illegal provisions of the Moratorium Act, or in cases filed under the bankruptcy provisions of PROMESA. This barrage of litigation and the attendant costs—as well as the uncertainty and disruption that such litigation would engender—could be reduced or eliminated by adjudicating the constitutionality of the Moratorium Act now.

CONCLUSION

For the foregoing reasons, and for the reasons set forth in Plaintiffs' Motion, the Court should issue an order clarifying that the PROMESA Stay does not apply to the claims of Plaintiffs' Amended Complaint, or, in the alternative, an order granting relief from the stay and allowing Plaintiffs to continue litigating the claims of the Amended Complaint to a final judgment on the merits.

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bankruptcy case" and therefore the hardship to the City posed by the pending litigations was immense. *Id.* at 707-08, 709-10. Defendants can hardly argue that any such hardships are present here.

RESPECTFULLY SUBMITTED,

Dated: July 28, 2016
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CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on July 28, 2016, I caused to be electronically filed the Plaintiffs' Reply in Support of Plaintiffs' Motion for a Determination That the PROMESA Stay Does Not Stay Plaintiffs' Constitutional Claims, or, in the Alternative, for Relief from the Stay with the Clerk of Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

Dated: July 28, 2016
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