**UNITED STATES DISTRICT COURT**
**FOR THE DISTRICT OF PUERTO RICO**

| FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WESTERNBANK PUERTO RICO,<br><br>plaintiff intervenor,<br><br>v.<br><br>FRANK STIPES GARCIA, et al., | CIVIL ACTION NO. 11-02271 (GAG)<br><br>RE: DECLARATORY JUDGMENT |
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**THE D&OS'[1] OPPOSITION TO**
**AIG'S[2] MOTION FOR SUMMARY JUDGMENT[3]**

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[1] The "D&Os" are Frank C. Stipes García, Juan C. Frontera García, Héctor Del Río Torres, William Vidal Carvajal, César Ruiz and Pedro R. Domínguez.
[2] "AIG" is AIG Insurance Company – Puerto Rico.
[3] The Court ordered on March 25, 2014 that "if any party intends to rely on arguments addressed in previously filed motions that were dismissed without prejudice, they shall direct the court to their arguments in those briefs in addition to filing new briefs." The D&Os refer to and incorporate as if set forth here the following briefs: (1) the D&Os' Opposition to Insurer Defendants' Joint Motion to Dismiss Pursuant to Fed. R. Civ. P. 30(b)(6) [D.E. 148]; (2) the D&Os' Sur-Reply in Opposition to the Insurers' Motion to Dismiss [D.E. 266]; (3) the D&Os' Motion for Attorneys' Fees and Costs Regarding Their Motion to Advance Defense Costs [D.E. 254]; (4) the D&Os' Reply in Support of Their Motion for Attorneys' Fees and Costs Incurred In Connection With Their Motion to Advance Defense Costs [D.E. 301]; and (5) the D&Os' Appellees' Answer Brief *W Holding Co. v. Chartis Ins. Co.-Puerto Rico*, 2014 WL 1280246 (1st Cir. 2014).

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# INTRODUCTION

AIG claims in its motion (D.E. 906) (the "Motion") that the FDIC-R[4] has "fail[ed] to make a showing sufficient to establish the existence of an element essential to [the FDIC-R's and the D&Os'] case[s], and on which [they] will bear the burden of proof at trial." Motion at 6 (citing *Celotex v. Catrett*, 477 U.S. 317, 322-323 (1986)). AIG's argument fails for two reasons.

***First***, neither the FDIC-R, nor the D&Os, bear the burden of proof at trial as to the Insured v. Insured exclusion (the "IvI Exclusion")—AIG does. "Because the purpose of insurance contracts is to indemnify and protect the insured, the Puerto Rico Supreme Court has mandated that exclusionary clauses—not usually favored[]—must be interpreted restrictively, and only enforce them where their applicability to the case at hand is clear." *Zurich Am. Ins. v. Lord Elec. Co. of Puerto Rico*, 2013 WL 6407509 at *5 (D.P.R. 2013) (Casellas, J.) (internal citations omitted). "Accordingly, any doubts about their applicability must be strictly construed against the insurer, and ***the burden to prove the exclusion's applicability lies squarely with the insurer***." *Id.* (citing *Fajardo Shopping Ctr., S.E. v. Sun Alliance Ins. Co. of Puerto Rico, Inc.*, 999 F. Supp. 213, 224 (D.P.R. 1998); *Nascimento v. Preferred Mut. Ins. Co.*, 513 F.3d 273, 277 (1st Cir. 2008)) (internal citations omitted, emphasis added).

***Second***, for over four years, AIG has pointed to *Mt. Hawley Ins. Co. v. FSLIC*, 695 F. Supp. 469, 482 (C.D. Cal. 1987) as its bedrock case supporting application of the

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[4] The "FDIC" refers to the Federal Deposit Insurance Corporation. The "FDIC-R" is the plaintiff-intervenor in this case, and the "FDIC-C" is the third-party defendant joined by the D&Os.

IvI Exclusion to preclude coverage for the FDIC's claims.[5] We demonstrated in our advancement motion (D.E. 147) that *Mt. Hawley* actually supported an opposite conclusion, because where the FDIC-R asserts claims as an "assignee or subrogated insurer of the depositors, creditors or shareholders of [the bank]," only a regulatory exclusion would preclude coverage, an exclusion AIG did not build into the policies it sold to the D&Os. *Mt. Hawley*, 695 F. Supp. at 482-83.[6]

In fact, by statute, when the FDIC sues it does so ***on behalf of*** creditors, depositors, and shareholders to replenish the Deposit Insurance Fund (the "DIF"). *See* 12 U.S.C. § 1821(k) & (g). Under § 1821(k), a "director or officer of an insured depository institution may be held personally liable for monetary damages in any civil action ***by, on behalf of***, or at the request or direction of the ***Corporation***, which action is prosecuted ***wholly or partially for the benefit of the Corporation***;" the "Corporation" is defined to be the FDIC by § 1811(a). Moreover, under § 1821 (g) "the Corporation, upon the payment to any depositor as provided in subsection (f) of this section . . . shall be ***subrogated to all rights of the depositor*** against such institution or branch to the extent of such payment or assumption."

Confronted with the possibility, if not an actuality, that the FDIC sued on behalf of third party non-insureds, the Court granted the D&Os' motion to advance defense

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[5] *E.g.,* Memorandum of Law in Support of Insurer Defendants' Joint Motion to Dismiss Pursuant to Fed. R. Civ. P. 12(b)(6) (D.E. 197) at 3, 20-21; Defendant Insurers' Reply Memorandum of Law in Support of the Joint Motion to Dismiss (D.E. 256) at 6.

[6] *See* D.E. 147 at 2 (incorporating the D&Os' arguments in their Opposition to the Insurer Defendants' Joint Motion to Dismiss Pursuant to Fed. R. Civ. P. 12(B)(6) (D.E. 148) at 25); Reply in Support of Motion to Advance Defense Costs (D.E. 208) at 9-10.

costs, and denied AIG's motion to dismiss. AIG appealed this Court's order, and the First Circuit affirmed it. *See* USCA Judgment, D.E. 885.

We're now forced to re-brief this same issue when AIG's position is even more frivolous than it was before. The FDIC-R has now admitted—under oath—that (1) the FDIC-C "acquire[d] a subrogated claim" by paying off brokered depositors, under 12 U.S.C. § 1821(g) [D.E. 956 at 7], (2) the FDIC-R "***brings [these] claims for the benefit of the FDIC***" under 12 U.S.C. § 1821(k) [*id*. at 12], and (3) the FDIC-C is "one of the receivership's primary creditors as part of a transaction with Banco Popular de Puerto Rico" [*id*.].

There no longer can be any dispute that the FDIC-R is suing on behalf of the FDIC-C, asserting claims as an "assignee or subrogated insurer of [Westernbank's] depositors." Under the very case AIG has relied on for four years, when the FDIC-R sues "on behalf of" itself and as an "assignee or subrogated insurer of the depositors, creditors or shareholders of [the bank]," none of which are insureds, the IvI Exclusion cannot apply. *Mt. Hawley*, 695 F. Supp. at 482-83; *Fidelity & Deposit Co. of Md. v. Zandstra*, 756 F. Supp. 429, 432 (N.D. Cal. 1990) (holding that "[a]ny recovery by FDIC in the underlying actions . . . is properly understood as a reimbursement for its loss incurred on behalf of the third parties, whose claims it holds."); *accord Branning v. CNA Ins. Co.*, 721 F. Supp. 1180, 1185 (W.D. Wash. 1989) (The "loss to the insurance fund is in truth the once potential loss to the class of parties FSLIC represents.").

Accordingly, not only should the Court deny AIG's motion, but it should enter judgment in favor of the D&Os, because "[t]he law in this circuit is well established: a

party that moves for summary judgment runs the risk that if it makes a woefully inadequate showing, not only might its own motion for summary judgment be denied, the court may grant summary judgment *sua sponte* against the movant." *Rothschild v. Cree, Inc.*, 711 F. Supp. 2d 173, 195 (D. Mass. 2010) (citing *Berkovitz et al. v. Home Box Office, Inc. et al.,* 89 F. 3d 24, 29–30 (1st Cir. 1996).

## BACKGROUND

On October 23, 2012, the Court denied AIG's motion to dismiss, finding that:

> The FDIC establishes in its complaint that it 'succeeds to the rights, claims, titles, powers, privileges, and assets of Westernbank and its stockholders, members, account holders, depositors, officers, or directors . . ." (Docket No. 182 at ¶ 21.) The [IvI Exclusion] and relevant terms in the policy therefore preclude suit on behalf of the members, officers, and directors. The Exclusion also ostensibly prevents the FDIC from bringing suit on behalf of Westernbank's shareholders, who consist only of W Holding, a plaintiff to this case. Entertaining such a claim would contradict the purpose of the Exclusion by cloaking collision in an FDIC action. Nonetheless, the FDIC mollifies these concerns by suing on behalf of depositors, account holders, and a depleted insurance fund.

*W Holding Co. v. Chartis Ins. Co.-Puerto Rico*, 904 F. Supp. 2d 169, 183 (D.P.R. 2012). Before that, the Court ordered advancement of defense costs, finding a remote possibility of coverage, which was affirmed by First Circuit. *See W Holding Co. v. Chartis Ins. Co.-Puerto Rico*, 2014 WL 1280246 (1st Cir. 2014).

## ARGUMENT

### A. AIG has the burden of proving the IvI Exclusion applies, a burden which it has not, and cannot, meet

AIG cannot turn the burden of proof on its head: it must prove up exclusions. "Because the purpose of insurance contracts is to indemnify and protect the insured, the Puerto Rico Supreme Court has mandated that exclusionary clauses—not usually

favored[]—must be interpreted restrictively, and only enforce them where their applicability to the case at hand is clear." *Zurich Am. Ins. v. Lord Elec. Co. of Puerto Rico*, 2013 WL 6407509 at *5 (D.P.R. 2013) (Casellas, J.) (internal citations omitted). "Accordingly, any doubts about their applicability must be strictly construed against the insurer, and ***the burden to prove the exclusion's applicability lies squarely with the insurer***." *Id.* (citing *Fajardo Shopping Ctr., S.E. v. Sun Alliance Ins. Co. of Puerto Rico, Inc.*, 999 F. Supp. 213, 224 (D.P.R. 1998); *Nascimento v. Preferred Mut. Ins. Co.*, 513 F.3d 273, 277 (1st Cir. 2008)) (internal citations omitted, emphasis added). "***This burden is a particularly heavy one***, because insurance contracts are usually contracts of adhesion, and its provisions, as well as its exclusions, are liberally construed in favor of the insured." *Fajardo Shopping Ctr*., 999 F. Supp. at 224 (citing *PFZ Props. Inc. v. Gen. Accident Ins. Co.*, 136 D.P.R. 881 (P.R. 1994)) (Naveira de Rodón, J.) (emphasis added).

Because AIG bears the burden of proof on the IvI Exclusion, to prevail on summary judgment AIG "must establish beyond peradventure *all* of the essential elements of [its] claim or defense to warrant judgment in [its] favor." *Fontenot v. Upjohn Co.*, 780 F.2d 1190, 1194 (5th Cir. 1986) (emphasis in original). In other words, it must "support its motion [for summary judgment] with credible evidence . . . that would entitle it to a directed verdict if not controverted at trial." *Winnacunnet Co-op. Sch. Dist. v. Nat'l. Union Fire Ins. Co. of Pittsburgh, Pa.*, 84 F.3d 32, 35 (1st Cir. 1996) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 331 (1986)).

AIG fails to meet its particularly heavy burden. Its argument runs as follows: the D&Os are not entitled to coverage under the policies because the FDIC-R's claims

against them are being "brought by, on behalf of or in the right of Westernbank," thus triggering the IvI Exclusion. Motion at 1.

AIG's sole argument is that the FDIC-R has failed to provide the "specific identity of these non-'Insureds'" it sues for. [7] Motion at 2. Even if this were true (it is not), AIG has not thereby met its burden, because to prevail on its Motion, it must show, beyond any factual dispute, that the FDIC-R is not suing on behalf of a non-insured entity. This it does not even attempt, and even if it were to attempt to meet its burden, it would fail, for the reasons discussed next.

**B. When the FDIC-R sues "on behalf of" itself as an "assignee or subrogated insurer of Westernbank's depositors, creditors or shareholders," as the FDIC-R has repeatedly alleged and has now established through uncontroverted evidence, the IvI Exclusion cannot apply to bar coverage**

By statute, when the FDIC sues, it does so on behalf of creditors, depositors, and shareholders to replenish the DIF. *See* 12 U.S.C. § 1821(k) & (g). Section 1821(k) states that this lawsuit is brought "***by, on behalf of***, or at the request or direction of the ***Corporation***, which action is prosecuted ***wholly or partially for the benefit of the Corporation*** . . . ." Section 1821 (g) states that by paying off "any depositor as provided in subsection (f) of this section" the FDIC "shall be ***subrogated to all rights of the depositor*** against such institution or branch to the extent of such payment or assumption." The facts establish that this is exactly what happened.

On April 30, 2010, the OCFI closed Westernbank and appointed the FDIC as receiver. The FDIC-R then transferred certain assets (loans) and liabilities (deposits) to

[7] Somehow AIG gets it precisely wrong, arguing that "[i]t is the FDIC-R's burden to make an affirmative evidentiary showing that it represents any 'non-insured'entity." Motion at 6.

Banco Popular. Popular only assumed retail deposits, not brokered deposits, however, leaving behind billions in FDIC-insured brokered deposits that the FDIC-R paid out directly from the DIF.[8] It claims that this payout, among other things, caused a loss to the DIF "currently estimated at $4.25 billion."[9] Having paid out the brokered deposits' insured amount, the FDIC-R became subrogated to the depositors' rights against the Bank, under 12 U.S.C. § 1821(g). Thus, the FDIC sues either "on behalf of" depositors as a successor in interest, or "on behalf of" itself as subrogee.[10] *See* 12 U.S.C. § 1821(k). The depositors and the FDIC are not, and never were, "insureds" under the policies.

Other courts have confirmed that this is so. In *Fidelity & Deposit Co. of Md. v. Zandstra*, 756 F. Supp. 429, 432 (N.D. Cal. 1990), the court rejected an argument identical to AIG's, which ignored FSLIC's (later the FDIC) allegations that it paid "over $5 million" to make good on insured deposits, finding that "[a]ny recovery by [FSLIC] in the underlying actions . . . is properly understood as a reimbursement for its loss incurred on behalf of the third parties, whose claims it holds." *Id.* at 433; *accord Branning v. CNA Ins. Co.*, 721 F. Supp. 1180, 1185 (W.D. Wash. 1989) (The "loss to the insurance fund is in truth the once potential loss to the class of parties FSLIC represents.").

In *Mt. Hawley Ins. Co. v. FSLIC*, 695 F. Supp. 469 (C.D. Cal. 1987), the court described two scenarios under which FSLIC (the FDIC here) brought claims against the former D&Os of a bank of which it had been appointed receiver. In Scenario 1, the FDIC-R is a creditor suing "on its own behalf." *Id.* at 482. Only a regulatory exclusion

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[8] *See* http://www.fdic.gov/bank/individual/failed/westernbank-puertorico.html, at Section "III. Acquiring Financial Institution," last visited April 28, 2014.
[9] Second Amended and Restated Complaint in Intervention (D.E. 182) ¶ 1.
[10] *E.g.*, *Com. of Mass. V. FDIC*, 102 F.3d 615, 617 (1st Cir. 1996).

could operate to bar coverage under this Scenario, the court noted, because the FDIC would be suing "on behalf of" itself as an "assignee or subrogated insurer of the depositors, creditors or shareholders of [the bank]," none of which are insureds under the Policies. *Id*. In Scenario 2, it "chooses *not* to assert its own claims against the directors and officers acquired as subrogee," and assumes control of the bank with "full power to carry on the business of the bank." *Id* (emphasis in original). In Scenario 2, "the only claims remaining to [the FDIC] are those of [the bank] itself" and it "stands in the shoes" of the bank, thus triggering the IvI Exclusion. *Id*. at 482-83.

This case, like *Zandstra* and *Branning*, is indisputably Scenario 1—a covered claim according to *Mt. Hawley*—the case AIG has cited to as dispositive of the IvI question. The FDIC sold off Westernbank's assets, kept allegedly un-saleable assets, and sued to recoup what it allegedly paid out from the DIF, as well as on behalf of the bank's creditors.[11] Further, the court need no longer deal in possibilities, or even probabilities, that the FDIC-R's claims are "Scenario 1" claims; the FDIC-R has, in no uncertain terms, now established that this is the case.

In response to AIG's interrogatories, the FDIC-R provided its Objections and Answers to AIG's Second Set of Interrogatories (the "FDIC-R Answers"). Contrary to AIG's representations, the FDIC-R has identified, in reasonable detail, non-insured entities on behalf of which the FDIC-R sued the D&Os:

> **<u>INTERROGATORY NO. 4</u>:** Paragraph 21 of the FDIC Complaint alleges, in part, "the Receiver succeeded to all rights,

[11] This is precisely why the Court needs no separate jurisdictional basis over the D&Os' third-party judgment reduction claims, because it is hornbook law that an assignor cannot avoid its failure to mitigate by assigning its claims to a subsidiary. *See* D.E. 996 at 6-8.

> claims, titles, powers, privileges, and assets of Westernbank and its stockholders, members, account holders, depositors, officers, or directors of Westernbank." For each Count of the FDIC Complaint, please separately identify any and all damages suffered by the specific:
>
> (1) "stockholders" of Westernbank identified in Interrogatory No. 1;
>
> (2) "members" of Westernbank identified in Interrogatory No. 1;
>
> (3) "account holders" of Westernbank identified in Interrogatory No. 1;
>
> (4) "depositors" of Westernbank identified in Interrogatory No. 1;
>
> (5) "officers" of Westernbank identified in Interrogatory No. 1; and
>
> (6) "directors" of Westernbank identified in Interrogatory No. 1.
>
> **RESPONSE:** [ ] Any damages the FDIC-R may receive are distributed to the receivership's creditors according to statutorily prescribed priorities. Federal law and regulations provide for reimbursement of FDIC-R's administrative expenses and depositor claims (including the FDIC's subrogated claim in its corporate capacity) before any general creditor claims may be paid.

FDIC-R Answers at 9.

> **INTERROGATORY NO. 5:** Paragraph 21 of the FDIC Complaint alleges, in part, "the Receiver succeeded to all rights, claims, titles, powers, privileges, and assets of Westernbank and its stockholders, members, account holders, depositors, officers, or directors of Westernbank." For each Count of the FDIC Complaint, please separately identify each cause of action that represents the "rights, claims" or interests of:
>
> (1) "stockholders" of Westernbank identified in Interrogatory No. 1;

(2) "members" of Westernbank identified in Interrogatory No. 1;

(3) "account holders" of Westernbank identified in Interrogatory No. 1;

(4) "depositors" of Westernbank identified in Interrogatory No. 1;

(5) "officers" of Westernbank identified in Interrogatory No. 1; and

(6) "directors" of Westernbank identified in Interrogatory No. 1.

> **RESPONSE:** [ ] FDIC-R brings its action in connection with the rights of accountholders and depositors in each of FDIC-R's causes of action set forth in FDIC-R's Second Amended Complaint. FDIC-R also brings claims for the benefit of the FDIC.

*Id*. at 10-11.

> **INTERROGATORY NO. 6:** Is it the FDIC-R's position that the claims asserted in the Complaint are brought on behalf of creditors of Westernbank?
>
> **RESPONSE:** [ ] At the time of appointment, FDIC-R simultaneously acquires the rights of a number of groups, and may assert those rights in fulfilling its duty to maximize recoveries for the receivership and its creditors, including the FDIC's deposit insurance fund. . . . The FDIC in its corporate capacity became one of the receivership's primary creditors; after paying insured deposits from the Deposit Insurance Fund, the FDIC acquires a subrogated claim for those deposits.

*Id*. at 11-12.

> **INTERROGATORY NO. 7:** If the answer to Interrogatory No. 6 is yes, please identify by name and with specificity the name of each and every creditor on whose behalf the Complaint is brought.
>
> **RESPONSE:** [ ] The FDIC in its corporate capacity is likely the only creditor that may recover any damages resulting from the FDIC-R's Second Amended Complaint.

*Id.* at 13.

> **INTERROGATORY NO. 8:** If the answer to Interrogatory No. 6 is yes, for each and every creditor listed in Interrogatory No. 7, identify:
>
> (a) the cause of action in the Complaint for which each, separately identified creditor is bringing [a] claim; and
>
> (b) any and all damages allegedly suffered by each separately identified creditor
>
> **RESPONSE:** [ ] The FDIC in its corporate capacity is likely the only creditor that may recover any damages resulting from the FDIC-R's Second Amended Complaint.

*Id.* at 14.

In sum, the FDIC-R has stated in sworn discovery that it has sued on behalf of the FDIC-C (*id.* at 10-11) as well as Westernbank's "creditors, including the FDIC's deposit insurance fund" and that "[t]he FDIC in its corporate capacity became one of the receivership's primary creditors; after paying insured deposits from the Deposit Insurance Fund, the FDIC acquires a subrogated claim for those deposits." *Id*. The FDIC-R has also sworn that the FDIC-C "is likely the only creditor that may recover any damages" from this lawsuit. *Id*. at 13, 14. AIG's claim that the FDIC-R has never identified a specific non-insured for which it sues simply isn't the case. For this reason, AIG fails to establish "there is no genuine issue as to any material fact and that [AIG] is entitled to a judgment as a matter of law." *Celotex*, 477 U.S. at 322.

Even if AIG had initially established an absence of evidence that the FDIC-R is suing for a non-insured (which AIG has not and cannot do), the D&Os and the FDIC-R would need only "produce evidentiary materials that demonstrate the existence of a

genuine issue for trial . . . ." *Winnacunnet Co-op. Sch. Dist.*, 477 U.S. at 36 (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 256 (1986)). Moreover, "under Fed. R. Civ. P. 56, factual allegations in the pleadings of the party opposing the motion for summary judgment, if supported by affidavits or other evidentiary material, should be regarded as true by the district court." *Burtnieks v. City of New York*, 716 F.2d 982, 983-84 (2nd Cir. 1983). Far surpassing this standard, the FDIC-R has provided evidentiary materials not only sufficient to defeat AIG's Motion but, in fact, ample enough to warrant entry of summary judgment *against* AIG.

## CONCLUSION

AIG has not and cannot meet its burden here, which is to show an absence of evidence that the FDIC-R is suing on behalf of a non-insured entity. On the contrary, the FDIC-R's responses to AIG's interrogatories show that it is suing on behalf of at least two non-insureds—the FDIC-C and the DIF. This evidence, adduced by AIG in its motion, at the very least establishes a "genuine dispute as to [a] material fact" that precludes entry of summary judgment. *See U.S. v. Del Monte de Puerto Rico, Inc.*, 586 F.2d 870, 872 (1st Cir. 1978) ("Summary judgment is not to be granted where there is the slightest doubt as to a material fact.") (citing *Peckham v. Ronrico Corp.*, 171 F.2d 653, 657 (1st. Cir. 1948)); *Hahn v. Sargent*, 523 F.2d 461, 464 (1st Cir. 1975) ("The presence of genuine issues of fact renders the entry of summary judgment inappropriate.").

The D&Os urge that the record evidence not only compels the Court to deny AIG's Motion, but also impels the Court to enter summary judgment *against* AIG. *See Rothschild v. Cree, Inc.*, 711 F. Supp. 2d 173, 195 (D. Mass. 2010) (citing *Berkovitz et al.*

*v. Home Box Office, Inc. et al.,* 89 F. 3d 24, 29–30 (1st Cir. 1996) and *Sanchez, et al. v. Triple–S Mgmt. Corp.,* 492 F.3d 1, 7–9 (1st Cir.2007)) ("[t]he law in this circuit is well established: a party that moves for summary judgment runs the risk that if it makes a woefully inadequate showing, not only might its own motion for summary judgment be denied, the court may grant summary judgment *sua sponte* against the movant.").[12]

**RESPECTFULLY SUBMITTED** in San Juan, Puerto Rico, on April 30, 2014.


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[12] The Court is empowered to enter summary judgment even if none of the parties asked for it so long as (1) the discovery process is sufficiently advanced so that the parties have had a reasonable opportunity to glean the material facts, and (2) the targeted party receives appropriate notice and a chance to present its evidence as to the essential elements of its claims. *Sanchez*, 492 F.3d at 7 (1st Cir. 2007). Both elements are plainly met here.

**CERTIFICATE OF SERVICE**

I CERTIFY that on April 30, 2014, I electronically filed this document with the Clerk of the Court using CM/ECF. I also certify that this document is being served today on all counsel of record either by transmission of Notices of Electronic Filing generated by CM/ECF or by U.S. Mail.

/s/Andrés Rivero
ANDRÉS RIVERO