No. 12-855

IN THE
Supreme Court of the United States

LIMITED LIABILITY COMPANY *ET AL.*, *Petitioners*,

v.

JANE DOE, *Respondent*.

ON PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS OF THE COMMONWEALTH OF PUERTO RICO

REPLY BRIEF

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OTHER AUTHORITIES

REPLY BRIEF

In the petition for certiorari, Limited Liability Corporation ("LLC")[1] showed that the courts below flouted multiple precedents of this Court under the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16, and deepened conflicts among federal courts of appeals. Pet. 14-30. Respondent Jane Doe ("Doe") expends little effort defending the indefensible. Instead, Doe primarily devotes her opposition brief to unsound arguments to evade review on the merits, including contrived claims of lack of jurisdiction, unreviewable judgments, dicta and waiver.

None of Doe's arguments undermines the need for this Court's intervention. The decisions of both the CFI and the Puerto Rico Court of Appeals ("PRCA") blatantly defy the FAA and this Court's decisions enforcing it. The ruling that the FAA does not apply to an arbitration agreement between owner-members of an interstate law firm – which has offices in San Juan and Washington, D.C. and represents interstate and multinational clients in courts across the United States – contravenes precedent making the FAA coextensive with Congress's Commerce-Clause power. Moreover, this Court has repeatedly held that the FAA preempts restrictive, arbitration-specific state laws and policies of the kind that the courts below invoked. The arbitration clause here has maximum breadth, encompassing "any Claim" by a capital member, defined (with only

[1] The Operating Agreement requires that the parties maintain confidentiality of arbitrable claims. App. 492a. Although the Court of First Instance ("CFI") has lifted the confidentiality order, and Doe has disclosed the parties by name, LLC observes the confidentiality requirements in its briefing so as not to waive its confidentiality rights if this Court rules in its favor.

enumerated exceptions) as "*any* action, suit, complaint or demand of *whatever nature and for whatever relief or remedy* against the [LLC] or any of its Members or employees." App. 483a, 490a (Agreement ¶¶ 1.06, 14.01) (emphasis added). Given the FAA's presumption of arbitrability, a court cannot lawfully limit arbitrable claims only to those concerning "the governance or administration of the LLC." App. 31a; Pet. 18-27.

This Court has stood vigilant as the last line of defense when state courts manifest that "longstanding judicial hostility to arbitration" that the FAA was enacted to overcome. *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 24 (1991). It has summarily vacated state-court judgments that improperly invoked state law in defiance of the FAA. *Nitro-Lift Techs., LLC v. Howard*, 133 S. Ct. 500 (2012) (per curiam)*; Marmet Health Care Ctr., Inc. v. Brown*, 132 S. Ct. 1201 (2012) (per curiam). Here, the CFI expressly declared its hostility to an arbitrator resolving Doe's discrimination claims under the Puerto Rico constitution "in a completely confidential forum with no right of appeal for the affected parties," App. 74a n.12, and the PRCA approved the CFI's denial of arbitration because "our current legal system protects [fundamental constitutional rights] through injunctive relief," Pet. 20; App. 32a. There is no explanation other than hostility to arbitration for rulings that the extraordinarily broad arbitration clause of the Operating Agreement does not apply to Doe's claims of discriminatory compensation reduction and expulsion, when those matters are governed by sections 5 and 12 of the Operating Agreement, and Doe herself alleged that those actions "violated the OA." Opp'n 5. This Court should vindicate the FAA and its precedents by vacating the judgment below.

1. As declared in the accompanying Senate and House Reports, Congress enacted 28 U.S.C. § 1258 to parallel the jurisdiction of § 1257 and authorize review "in the situations where that route is available for review of the judgments of the highest courts of the States[.]" *Fornaris v. Ridge Tool Co.,* 400 U.S. 41, 42 n.1 (1970); Supp. Br. 4. Doe nonetheless asks this Court to carve out from section 1258 a major element of this Court's section 1257 jurisdiction – the review of intermediate court judgments where the state court of last resort has denied discretionary review. Doe argues that section 1257's language, referring to "[f]inal judgments or decrees rendered by the highest court of a State in which a decision could be had," 28 U.S.C. § 1257(a), authorizes such review, but section 1258's (referring only to the Puerto Rico Supreme Court) does not. Opp'n 3-4.

Doe's argument cannot stand. The quoted language in section 1257 refers to state courts of last resort, not to every lower-court judgment where discretionary review is denied; for example, the petition for review to the state court must have been timely and jurisdictionally proper, *John v. Paullin*, 231 U.S. 583, 587 (1913), for only then would the lower-court judgment be deemed *constructively* to be the judgment of the highest state court. That rule preserves this Court's plenary review jurisdiction no matter the vagaries of state-court practice. *Cf. Duquesne Light Co. v. Barasch*, 488 U.S. 299, 306 (1989) (giving section 1257 pragmatic rather than literal interpretation). So too should section 1258's final-judgment requirement be constructively satisfied by a lower-court final judgment when the Puerto Rico Supreme Court has denied a proper petition for discretionary review. Supp. Br. 3-4.

Only that construction respects congressional intent. Under Doe's untenable construction, this Court would have jurisdiction over virtually *all* state-court final judgments, but very *few* final judgments of Puerto Rico courts (since the Puerto Rico Supreme Court grants few cases, denying review in 1267 of 1396 cases assigned to the Justices for review during FY2011-12, and no doubt a much higher percentage of petitions for certiorari). *See* Reply App. A. Moreover, it would be unconstitutional for Congress to foreclose *all* Article III review of even constitutional claims in broad swathes of cases,[2] and section 1258 should be construed to avoid that result. Supp. Br. 5. At the least, this Court should decide this important jurisdictional question by published opinion, not avoid it *sub silentio*, as Doe invites.

2. Doe likewise errs by arguing that this Court may review only the CFI's judgment, not that of the PRCA. Opp'n 9 n.3. To determine the nature of a state-court judgment, this Court looks to the substance of the decision, rather than to the label affixed to it. *Gregory v. McVeigh*, 90 U.S. 294, 306 (1874). Thus, in *Posadas de Puerto Rico Associates v. Tourism Co. of Puerto Rico*, 478 U.S. 328, 330 (1986), the Puerto Rico Supreme Court had not formally rendered a judgment on the merits but had instead dismissed the appeal for want of a substantial constitutional question. Nonetheless, in determining its jurisdiction under the

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[2] *E.g.,* Richard H. Fallon, Jr., *Jurisdiction Stripping Reconsidered*, 96 Va. L. Rev. 1043 (2010); Martin J. Katz, *Guantanamo, Boumediene, and Jurisdiction-Stripping: The Imperial President Meets the Imperial Court*, 25 Const. Commentary 377, 386-89, 411-13 (2009); Lawrence Gene Sager, *Constitutional Limitations on Congress' Authority to Regulate the Jurisdiction of Federal the Courts*, 95 Harv. L. Rev. 17, 63-68 (1981).

forerunner to 28 U.S.C. § 1258, this Court held that the judgment should be deemed a merits judgment, and indeed one based on an implicit interpretation of a Commonwealth statute that was entitled to deference. *Id.* at 338-39.

Here, although the PRCA formally denied LLC's petition, it rendered in substance a merits judgment. That court apparently interpreted one of its certiorari criteria – namely, whether "the *remedy and disposition* of the decision for which review is sought, as opposed to its legal grounds, are contrary to law[,]" App. 25a (emphasis added) – as meaning that it should deny certiorari if it agrees with the CFI's disposition of the matter (even on different grounds). The PRCA further declared that denying the writ would hasten *judicial* resolution of Doe's claims that LLC sought to arbitrate: "we shall abstain from issuing the requested writ, so as to allow continuance of the proceedings in the Court of First Instance without further delays." App. 25a-26a.

Despite this expeditious disposition, the PRCA rendered a lengthy decision on the merits, App. 20a-33a. Whereas the CFI assumed the FAA's applicability, the PRCA held that the FAA only applies to "contracts [that] involve interstate commercial transactions," a "circumstance [that] is not present in this case." App. 26a, 31a. "[G]iven the inapplicability of the Federal Arbitration Act," App. 27a, the PRCA declared itself free to apply Puerto Rico arbitration law, which it construed narrowly to "allow[] parties to bind themselves to arbitrate any future controversy **arising from their contract**." App. 26a (emphasis in original). The PRCA further held that the CFI "did not err" in declaring the arbitration clause of the Operating Agreement inapplicable to Doe's employment-

discrimination claims, because such claims are "not related to the governance or administration of the LLC," the only matters "regulated by the arbitration clause of the Operating Agreement." App. 31a. Thus, the PRCA found that the CFI "made a determination that is correct in Law." App. 32a. That is an affirmance by any other name, and satisfies the federal final-judgment rule of 28 U.S.C. § 1258.[3]

Regardless, this issue (while necessary to resolve in determining which court shall receive the writ) is not one of consequence. As Doe acknowledges, Opp'n 2, LLC has in the alternative properly petitioned for a writ of certiorari to the CFI "to the extent that the judgment of the Court of First Instance is deemed the operative judgment." Pet. 13 n.5. The judgments of both the CFI and PRCA contradict this Court's precedents, and should be summarily vacated.

3. Doe does not attempt to defend the ruling of the PRCA that the Operating Agreement is not a contract in interstate commerce subject to the FAA. 9 U.S.C. § 2. The FAA applies to all contracts subject to regulation by Congress under the Commerce Clause, and indisputably Congress can regulate the operations or employment practices of an interstate law firm. Pet. 15-18; *Allied-Bruce Terminix Cos. v. Dobson*, 513 U.S. 265, 273-74 (1995). Doe vainly attempts to dance past this indefensible holding by characterizing it as "dicta." Opp'n 9. The PRCA's indefensible conclusion that the FAA did not apply was the necessary predicate

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[3] Notably, the Puerto Rico Supreme Court will review the PRCA's opinion even when the latter has denied a certiorari petition. *E.g.*, *El Pueblo de Puerto Rico v. Nieves Vives*, 2013 T.S.P.R. No. 19 (2013); *Fraguada Bonilla v. Hosp. Auxilio Mutuo,* 2012 T.S.P.R. No. 126 (2012).

for application of Commonwealth law restricting arbitrable controversies to those arising from the contract. *See Eisner v. Macomber*, 252 U.S. 189, 204-05 (1920) (reasons given by the court in support of conclusion are not dicta).

Doe also attempts to belittle this holding as mere factual error unworthy of review. Opp'n 11. But the PRCA did not simply reach a questionable result when applying the proper legal standard. Rather, it conducted *no* analysis applying the law to the facts, for the only conceivable conclusion under the *Allied-Bruce* standard is that the FAA governs the Operating Agreement. Pet. 15-18. The PRCA peremptorily dismissed the FAA to apply Puerto Rico law that it construed in Doe's favor. Doe's inability to defend the court's threshold ruling on the FAA's applicability underscores the propriety of summary vacatur.

4. The FAA preempts any Commonwealth statute that (as construed below) denies a broad arbitration clause its plain meaning, and limits arbitrability to claims arising from the Operating Agreement itself. Pet. 21-24. The FAA imposes a presumption of arbitrability whereby arbitration should be compelled "unless it may be said with positive assurance that the arbitration clause *is not susceptible of an interpretation that covers the asserted dispute*." *AT&T Techs., Inc. v. Commc'ns Workers of Am.*, 475 U.S. 643, 650 (1986) (emphasis added); Pet. 18-27. Contrary to Doe's claims, Opp'n 10, the ruling below conflicts with the FAA. Under the FAA, an arbitration clause is a severable agreement-within-an-agreement that can be enforced even if the underlying contract cannot. *Buckeye Check Cashing, Inc. v. Cardegna*, 546 U.S. 440, 445 (2006). LLC demonstrated that this Court in *Gilmer*, 500 U.S.

at 25 n.2, and numerous federal courts of appeals, pursuant to the FAA's presumption of arbitrability, have refused to limit a broad arbitration clause to controversies arising from the underlying agreement. Pet. 23-24 & n.9. Having no answer, Doe ignores these precedents.

5. Equally fallacious is Doe's claim (Opp'n 11-15) that the lower courts merely applied unpre-empted "traditional contract principles" in finding that Doe's claims are not arbitrable because purportedly (1) Doe was an employee with two separate contracts with LLC, the Operating Agreement and the Employee Manual; (2) the Employee Manual regulates employment and has no arbitration clause; and (3) the Operating Agreement regulates LLC's governance and administration, and its arbitration clause is so limited. Doe's argument is both irrelevant and wrong.

The argument is irrelevant because even if (contrary to fact) Doe were an employee governed by the Employee Manual, the FAA would still compel arbitration. There are no traditional contract principles that justify construing a broad contractual clause – which requires arbitration of any claim "of whatever nature and for whatever relief or remedy against the [LLC] or any of its Members or employees," App. 483a (Agreement ¶ 1.06) – against its plain meaning to encompass only claims arising from the contract itself. Indeed, the PRCA invoked the Puerto Rico Commercial Arbitration Act, not traditional contract principles, in devising this restriction. App. 26a. The applicable traditional contract principle is that when contractual language has "a plain and obvious meaning, all construction, in hostility with such meaning, is excluded." *Green v. Biddle*, 21 U.S. (8 Wheat.) 1, 89-90

(1823). Furthermore, any traditional principle that conflicts with the federal presumption of arbitrability is preempted. The courts below should simply have compelled arbitration, and left the question of Doe's employee status to the arbitrator.

Moreover, Doe's theory of non-arbitrability by recourse to the Employee Manual, which the courts below accepted, is groundless. First, Doe's discrimination claims arise from her compensation reduction and her expulsion from LLC's board of directors and membership. Those matters are governed by sections 5 and 12 of the *Operating Agreement*. Pet. 8-9; App. 484a-86a, 487a-89a. Doe herself has alleged that LLC's discriminatory actions were taken "[in violation of] the 'Operating Agreement'." App. 453a-54a; Opp'n 5. Thus, even if the arbitration clause covered only claims arising from the Operating Agreement, Doe's claims are arbitrable.

Second, Doe is not colorably an employee; she was a capital member who served on the policy committee that manages the firm and defines employee and capital-member compensation. Pet. 5-6; *cf. Clackamas Gastroenterology Assocs., P. C. v. Wells*, 538 U.S. 440 (2003) (holding, under federal discrimination laws, the right of control principally determines employer status). Doe claims the Employee Manual as her employment contract based solely on its proviso that "[t]his Employee Manual contains the policies, practices and benefits that apply to all employees and members of [LLC]." Reply App. B. But that proviso binds capital members to observe the Manual in supervising employees and comply with its policies; it does not mean that all capital members (including managing

partners) are *ipso facto* employees. Doe crafted her multi-contract theory solely to avoid arbitration.

6. The courts below also erred in refusing to honor the parties' agreement to delegate questions of arbitrability to the arbitrator by selecting the AAA Commercial Arbitration rules, an issue that divides the federal courts of appeals. Pet. 27-30. Doe does not contest the split, but instead starkly mischaracterizes the CFI's ruling below in claiming that the trial court found that "[LLC] waived any objection to having the trial court determine the scope of the arbitration provision in the OA." Opp'n 16.

The ruling that Doe cites (App. 62a-63a n.5.) has nothing to do with waiver of arbitration; the trial court simply held that LLC had submitted to its jurisdiction by its general appearance, citing only cases in which a party forfeited personal-jurisdiction defenses related to the deficiency of the summons by participation. Indeed, one cannot waive arbitration simply by a general appearance (which is necessary even to move to compel arbitration). The standard for arbitration waiver is high, and courts only find waiver when a party has actively engaged in litigation on the merits and failed to timely communicate its intent to arbitrate, not merely by a party's coerced appearance as a defendant in injunction proceedings.[4] Indeed, the CFI could not have

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[4] *See, e.g., Jones Motor Co., Inc. v. Chauffeurs, Teamsters & Helpers Local Union No. 633 of New Hampshire*, 671 F.2d 38, 42 (1st Cir. 1982). Moreover, appearance at an injunction hearing would not waive arbitration since "[d]istrict courts have the authority to issue injunctive relief even where resolution of the case on the merits is bound for arbitration." *Braintree Labs., Inc. v. Citigroup Global Mkts. Inc.,* 622 F.3d 36, 40 (1st Cir. 2010) (citation omitted). If (contrary to fact) the CFI had devised a novel and dubious arbitration waiver-by-appearance rule, it would not be

found waiver of this issue since LLC consistently raised it from the first hearing before the CFI (including filing a motion in open court) through to the petition in this Court. *E.g.*, App. 134a-60a, 288a-99a, 464a-69a.

Far from finding waiver, the CFI expressly rejected this argument on the merits on the ground that the Operating Agreement containing the delegation did not apply to Doe's claims. App. 72a n.11. Likewise, the PRCA found on the merits that "the parties did not agree that the adjudication of the arbitrability [of the dispute] would be referred to an arbitrator." Pet. 12; App. 31a-32a. This issue is squarely presented.[5]

Thus, whether the CFI or PRCA judgment is the operative one, this Court's review is imperative. Although the latter does not present the first question presented, it contravenes this Court's precedents giving pre-emptive force to the FAA and imposing a stringent presumption of arbitrability, and deepens the conflicts in the lower courts over delegation of arbitrability questions to the arbitrator.

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an independent and adequate state law ground. *See Enter. Irrigation Dist. v. Farmers' Mut. Canal Co.*, 243 U.S. 157, 164 (1917); *Barr v. City of Columbia*, 378 U.S. 146, 149 (1964).

[5] Contrary to Doe's intimation (Opp'n 15), the Puerto Rico Supreme Court in *Municipio de Mayagüez v. Lebrón*, 167 D.P.R. 713 (2006) did not address the third question presented.

CONCLUSION

This Court should grant the petition for certiorari.

Respectfully submitted,

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May 2013

APPENDIX A

INFORME ESTADÍSTICO
Año Fiscal
2011-2012

SECRETARÍA DEL TRIBUNAL SUPREMO

2a

I. Movimiento de Casos en el Tribunal Supremo

Recursos	Casos a ser considerados								Resueltos					Casos pendientes a 6/30/12			
	Pendientes a 7/1/11				Presentados	Reabiertos	Total	Gran total	En sus méritos			Otras disposiciones[4]	Total	A considerar por el Tribunal[1]	Sometidos[2]	En trámite de perfeccionamiento[3]	Total
	A considerar por el Tribunal[1]	Sometidos[2]	En trámite de perfeccionamiento[3]	Total					OMC	Regla 50	Sometidos						
Apelación	**26**	**14**	**8**	**48**	**145**	**1**	**146**	**194**	**4**	**-**	**12**	**146**	**162**	**11**	**11**	**10**	**32**
Ovil	26	14	8	48	140	1	141	189	4	-	12	142	158	11	11	9	31
Criminal	-	-	-	-	5	-	5	5	-	-	-	4	4	-	-	1	1
Certiorari	**227**	**97**	**112**	**436**	**1,117**	**15**	**1,132**	**1.568**	**47**	**1**	**105**	**1.146**	**1.299**	**91**	**90**	**88**	**269**
Civil	204	86	95	385	973	13	986	1,371	42	1	94	1,001	1,138	83	76	74	233
Criminal	23	11	17	51	144	2	146	197	5	-	11	145	161	8	14	14	36
Jurisdicción original	**1**	**-**	**-**	**1**	**9**	**-**	**9**	**10**	**-**	**-**	**-**	**6**	**6**	**-**	**1**	**3**	**4**
Auto inhibitorio	-	-	-	-	2	-	2	2	-	-	-	2	2	-	-	-	-
Hábeas corpus	-	-	-	-	1	-	1	1	-	-	-	1	1	-	-	-	-
Mandamus	1	-	-	1	6	-	6	7	-	-	-	3	3	-	1	3	4
Quo warranto	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Injunction																	
Recursos gubernativos	**1**	**2**	**-**	**3**	**1**	**-**	**1**	**4**	**-**	**-**	**2**	**1**	**3**	**-**	**1**	**-**	**1**
Conducta profesional	**7**	**15**	**31**	**53**	**92**	**-**	**92**	**145**	**4**	**-**	**20**	**61**	**85**	**19**	**6**	**35**	**60**
Asuntos disciplinarios contra jueces y juezas	1	-	-	1	3	-	3	4	-	-	1	-	1	1	-	2	3
Asuntos disciplinarios contra abogados y abogadas	6	15	31	52	30	-	30	82	-	-	16	9	25	18	6	33	57
Otros[5]	-	-	-	-	59	-	59	59	4	-	3	52	59	-	-	-	-
Certificaciones	**-**	**-**	**3**	**3**	**16**	**-**	**16**	**19**	**-**	**-**	**-**	**14**	**14**	**2**	**1**	**2**	**5**
Interjurisdiccional (Federal)	-	-	1	1	-	-	-	1	-	-	-	-	-	1	-	-	1
[ntrajurisdiccional [PR]	-	-	2	2	16	-	16	18	-	-	-	14	14	1	1	2	4
Total	**262**	**128**	**154**	**544**	**1,380**	**16**	**1,396**	**1,940**	**55**	**1**	**139**	**1,374**	**1,569**	**123**	**110**	**138**	**371**

[1] Casos que aún no han sido considerados por el Tribunal para denegar o expedir.

[2] Casos que ya están perfecdonados y por lo tanto listos para resolverse en los méritos.

[3] Casos expedidos y órdenes de mostrar causa emitidas pendientes de perfeccionamiento .

[4] Se refiere a casos denegados (recursos discredonales y recursos en jurisdicdón original), desestimados, desistidos, archivados, autos anulados y quejas en que se ordenar presentar querella.

[5] Se refiere a asuntos disciplinarios que generan una disposidón del Tribunal en el trámite de una queja (AB) o en el expediente personal del abogado.

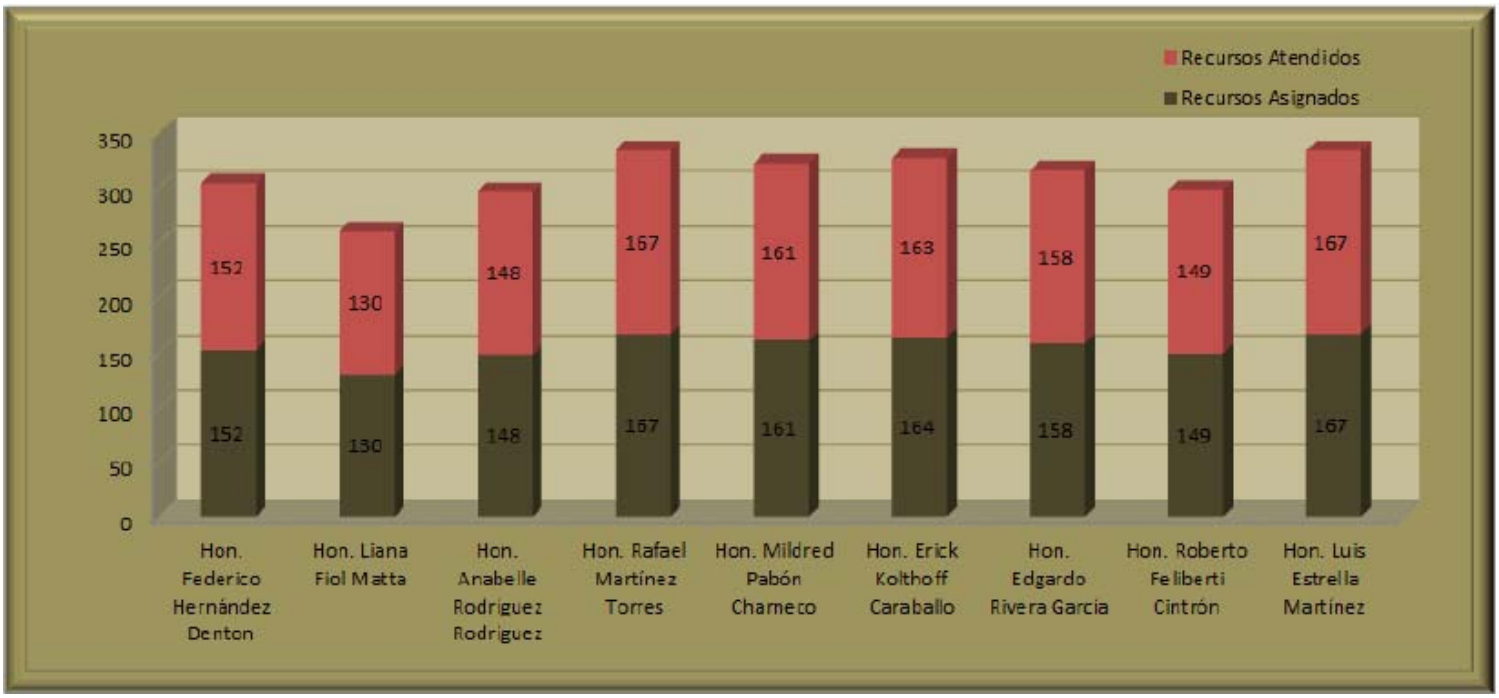
II. Recursos de Certiorari y Apelación Asignados y Atendidos

Jueces y Juezas	Recursos Asignados[1]	Asignaciones				
		Autos Expedidos	Autos Denegados	Órdenes de Mostrar Causa	Otros[2]	Total de Recursos Atendidos
Juez Presidente						
Hon. Federico Hernández Denton	152	4	143	5		152
Juecesy Juezas Asociados						
Hon. Liana Fiol Matta	130	14	114	2	-	130
Hon. Anabelle Rodríguez Rodríguez	148	5	141	2		148
Hon. Rafael Martínez Torres	167	9	153	5	-	167
Hon. Mildred Pabón Charneco	161	6	149	6	-	161
Hon. Erick Kolthoff Caraballo	164	13	143	7	-	163
Hon. Edgardo Rivera García	158	17	138	3	-	158
Hon. Roberto Feliberti Cintrón	149	12	132	5	-	149
Hon. Luis Estrella Martínez	167	7	154	4	2	167
Total	**1,396**	**87**	**1,267**	**39**	**2**	**1,395**

[1] Recursos asignados para ser informados en las reuniones del Pleno del Tribunal o de las Salas de Despacho, o para ser atendidos en trámite expedito por ser urgentes o estar acompañados de una moción en auxilio de jurisdicción. Las Salas de Despacho pueden denegar la expedición de un auto. Cuando la sala determine que un auto debe ser expedido, lo referirá al Pleno para que determine finalmente si se expide el auto.

[2] Recursos que han sido Archivados, Desestimados o Desistidos.

4a


Recursos Atendidos
Recursos Asignados
350
300
250
200
150
100
50
0
152
130
148
167
161
163
158
149
167
152
130
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167
161
164
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167
Hon. Federico Hernández Denton
Hon. Liana Fiol Matta
Hon. Anabelle Rodríguez Rodríguez
Hon. Rafael Martínez Torres
Hon. Mildred Pabón Charneco
Hon. Erick Kolthoff Caraballo
Hon. Edgardo Rivera García
Hon. Roberto Feliberti Cintrón
Hon. Luis Estrella Martínez

APPENDIX A

STATISTICAL REPORT
Fiscal Year
2011 – 2012

COMMONWEALTH OF PUERTO RICO
GENERAL COURT OF JUSTICE
SUPREME COURT

I. Movement of Cases in the Supreme Court

Appeals	Cases to be considered								Resolved					Cases pending at 6/30/12			
	Pending on 7/1/11								On their merits								
	To be considered by the Court[2]	Submitted[3]	Formalities underway[4]	Total	Presented	Reopened	Total	Grand total	OMC	Rule 50	Submitted	Other provisions[1]	Total	To be considered by the Court[1]	Submitted[2]	Formalities underway[3]	Total
Appeal	**26**	**14**	**8**	**48**	**145**	**1**	**146**	**194**	**4**	•	**12**	**146**	**162**	**11**	**11**	**10**	**32**
Civil	26	14	8	48	140	1	141	189	4	•	12	142	158	11	11	9	31
Criminal	•	•	•	•	5	•	5	5	•	•	•	4	4	•	•	1	1
Certiorari	**227**	**97**	**112**	**436**	**1,117**	**15**	**1,132**	**1,568**	**47**	**1**	**105**	**1,146**	**1,299**	**91**	**90**	**88**	**269**
Civil	204	86	95	385	973	13	986	1,371	42	1	94	1,001	1,138	83	76	74	233
Criminal	23	11	17	51	144	2	146	197	5	•	11	145	161	8	14	14	36
Original Jurisdiction	**1**	•	•	**1**	**9**	•	**9**	**10**	•	•	•	**6**	**6**	•	**1**	**3**	**4**
Writ of prohibition	•	•	•	•	2		2	2	•		•	2	2	•	•	•	•
Habeas Corpus	•	•	•	•	1	•	1	1	•	•	•	1	1	•	•	•	•
Mandamus	1	•	•	1	6	•	6	7	•	•	•	3	3	•	1	3	4
Quo warranto	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Injunction																	
Government appeals	**1**	**2**	•	**3**	**1**	•	**1**	**4**	•	•	**2**	**1**	**3**	•	**1**	•	**1**
																	•
Professional conduct	**7**	**15**	**31**	**53**	**92**	•	**92**	**145**	**4**	•	**20**	**61**	**85**	**19**	**6**	**35**	**60**
Disciplinary matters against judges	1	•	•	1	3	•	3	4	•	•	1	•	1	1	•	2	3
Disciplinary matters against attorneys	6	15	31	52	30	•	30	82	•	•	16	9	25	18	6	33	57
Other[5]	•	•	•	•	59	•	59	59	4	•	3	52	59	•	•	•	•
Certifications	•	•	**3**	**3**	**16**	•	**16**	**19**	•	•	•	**14**	**14**	**2**	**1**	**2**	**5**
Inter-jurisdictional (Federal)	•	•	1	1		•	•	1	•	•	•	•	•	1	•	•	1
Intra-jurisdictional (PR)	•	•	2	2	16	•	16	18	•	•	•	14	14	1	1	2	4
Total	**262**	**128**	**154**	**544**	**1,380**	**16**	**1,396**	**1,940**	**55**	**1**	**139**	**1,374**	**1,569**	**123**	**110**	**138**	**371**

[1] Cases which have not yet been considered by the Court to deny or decide.

[2] Cases which are already completed and therefore ready to be decided on the merits.

[3] Cases decided and orders to show cause issued pending completion.

[4] Refers to denied cases (discretional appeals and appeals on original jurisdiction), denied, voluntarily dismissed, abandoned, dismissed with prejudice, vacated orders and complaints in which there is an order to file suit.

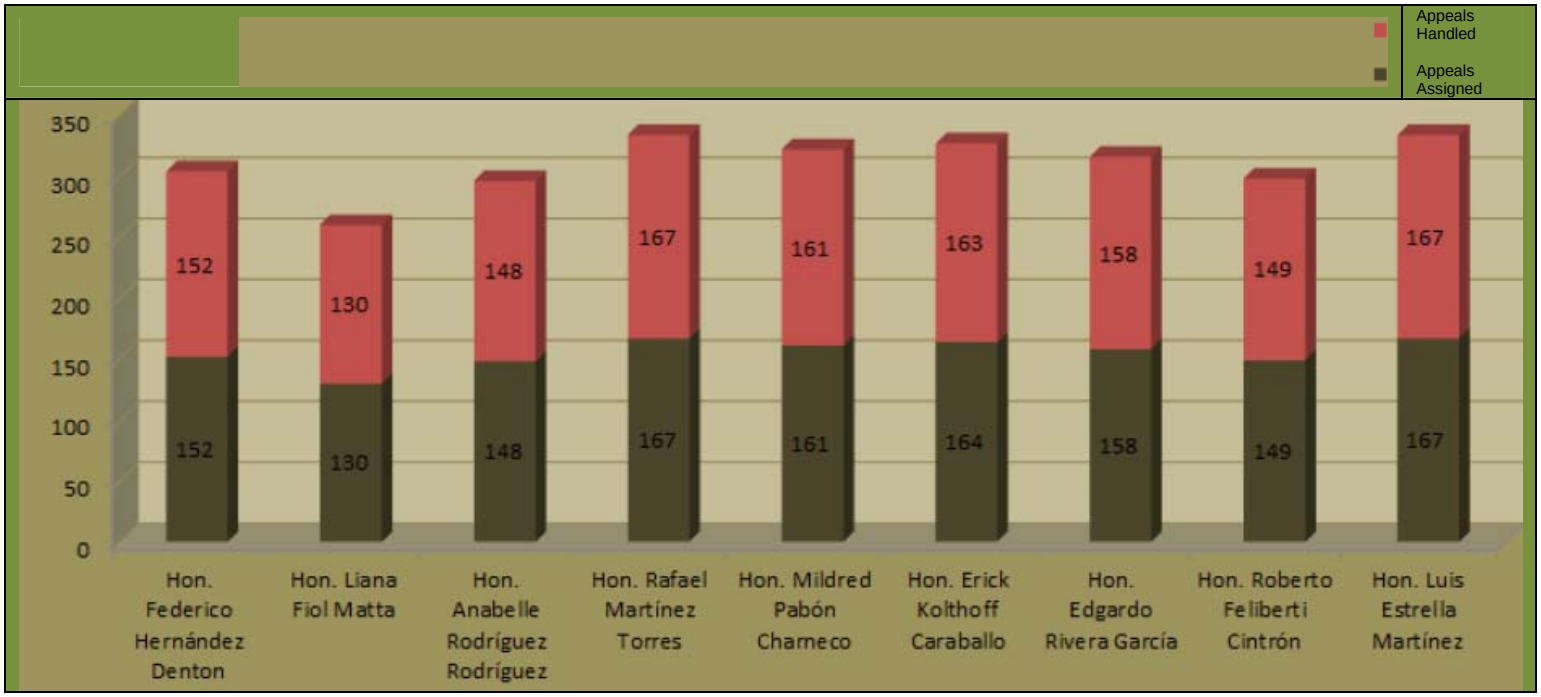
[5] Refers to disciplinary matters that give rise to an order by the Court in the prosecution of a complaint (attorney) or in the attorney's personnel file.

II. Petitions for Certiorari and Appeals Assigned and Handled

Judges	Appeals Assigned[1]	Assignments				
		Writs Granted	Writs Denied	Orders to Show Cause	Other[2]	Total Appeals Handled
Chief Judge						
Hon. Federico Hernández Denton	152	4	143	5	-	152
Associate Judges						
Hon. Liana Fiol Matta	130	14	114	2	-	130
Hon. Anabelle Rodríguez Rodríguez	148	5	141	2	-	148
Hon. Rafael Martínez Torres	167	9	153	5	-	167
Hon. Mildred Pabón Charneco	161	6	149	6	-	161
Hon. Erick Kolthoff Caraballo	164	13	143	7	-	163
Hon. Edgardo Rivera García	158	17	138	3	-	158
Hon. Roberto Feliberti Cintrón	149	12	132	5	-	149
Hon. Luis Estrella Martínez	167	7	154	4	2	167
Total	**1,396**	**87**	**1,267**	**39**	**2**	**1,395**

[1] Appeals assigned to be reported in the meetings of the Full Court or the Panel, or to be dealt with through an expedited procedure because they are urgent or to be accompanied by a motion in aid of jurisdiction. Panels may refuse to issue a writ. When the panel determines that a writ must be issued, they will refer it to the Full Court for the ultimate decision on whether to issue the writ.

[2] Appeals that have been Dismissed, Denied, or Abandoned.


Appeals Handled
Appeals Assigned
350
300
250
200
150
100
50
0
152
130
148
167
161
163
158
149
167
152
130
148
167
161
164
158
149
167
Hon. Federico Hernández Denton
Hon. Liana Fiol Matta
Hon. Anabelle Rodríguez Rodríguez
Hon. Rafael Martínez Torres
Hon. Mildred Pabón Charneco
Hon. Erick Kolthoff Caraballo
Hon. Edgardo Rivera García
Hon. Roberto Feliberti Cintrón
Hon. Luis Estrella Martínez

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LanguageWorks

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

CERTIFICATION

This is to certify that the accompanying, to the best of my knowledge and belief, are true and accurate translations from Spanish into English of selected portions of *INFORME-ESTADISTICO-TRIBUNAL-SUPREMO-A-FISCAL-2011-2012*, completed on May 3, 2013.

/s/
Brett Gianna Hyatt
Senior Account Executive
The LanguageWorks, Inc.
Sworn to and subscribed before me this 3rd day of May, 2013

/s/
Notary Public

APPENDIX B

EMPLOYEE MANUAL

Puerto Rico | Washington, DC

INTRODUCTION

This Employee Manual contains the policies, practices and benefits that apply to all employees and members of [redacted] LLC. For purposes of this Employee Manual, members of [redacted] LLC or the Firm shall mean Capital Members only. Each employee and member of the Firm should maintain this Employee Manual available at all times as a reference and guidebook.

The purpose of the Employee Manual is to inform you of the Firm's policies, practices, benefits and procedures. It is divided into ten (10) sections for easy and ready reference. Each section contains information that may enable you to better understand the work environment in [redacted] LLC, and the policies and procedures that you should abide by while an employee or member of [redacted] LLC.

This Employee Manual is not all inclusive. It simply highlights the policies and benefits for the personal reference of the employee or member of the Firm. As such, the Employee Manual cannot substitute the good judgment and discretion of management in the implementation and administration of such policies, practices and benefits. Management may at any time add, delete or modify any provision in the Employee Manual. Likewise, it may at any time change, add, delete or modify any published or unpublished policy, practice or benefit.

This Employee Manual is not intended to create a contract or guarantee of employment at [redacted] LLC. [redacted] LLC

employee can terminate or be terminated for cause from employment at any time.

Please feel free to contact the Human Resources Manager if you have any question or comment regarding the contents of this Employee Manual.

[redacted] LLC's policies and procedures, as well as directions from management, are to be followed at all times and employees will be held accountable for failure to follow such policies and directions.

This Employee Manual will be revised and amended from time to time, as needed. As an employee or member of the Firm, it is your responsibility to maintain this Employee Manual current.

This Employee Manual supersedes all previous policies, whether written or oral, relating to items covered in this Employee Manual. The policies and practices in this Employee Manual do not have any retroactive effect.

Approved by: /S/ [redacted]

Managing Director

Date: October 22, 2007