

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

ELIZAIDA RIVERA-CARRASQUILLO, et al

Plaintiffs

v.

EDUARDO BHATIA-GAUTIER, et al

Defendants

Civil No. 13-1296 (FAB)

MOTION IN COMPLIANCE WITH ORDER AT DOCKET NO. 455

TO THE HONORABLE COURT:

NOW COME the plaintiffs through the undersigned attorneys, who very respectfully state and pray as follows:

1. On May 25, 2016, the parties entered into a Settlement Agreement (“Agreement”) to put an end to the litigation in this case, along with four (4) other cases that were consolidated for settlement purposes.¹ See, Docket No. (“Dkt.”) 197.

2. The Agreement included a confidentiality provision that required the plaintiffs “to maintain confidential the fact that they entered into [the] Agreement, as well as all of its details, terms, and conditions.” See, Dkt. 197, ¶7.

3. The Agreement also provided that “[u]nless disclosure is required by law and/or means of a Court Order issued to that effect, the [p]laintiffs shall not disclose the contents of [the] Agreement to third parties, except as it may be reasonably necessary to reveal the terms thereof to their attorney(s), spouse, accountant(s), or representatives, who shall be bound to maintain the confidentiality of [the] Agreement in the same terms as them.” See, Dkt. 197, ¶8.

¹ The other cases were: Matos-García, et.al. v. Bhatia-Gautier, et.al., Civil No. 13-1384; Rodríguez-Colón, et.al. v. Bhatia-Gautier, et.al., Civil No. 13-1812; Náter-Arvelo, et.al. v. Bhatia-Gautier, et.al., Civil No. 13-1860; and, Jiménez, et.al. v. Bhatia-Gautier, et.al., Civil No. 13-1896.

4. Another provision of the Agreement required that “[u]nder no circumstances shall [the Agreement] or any copy thereof be distributed to the Press or Media or any person or entity without [d]efendants’ written authorization.” See, Dkt. 197, ¶10.

5. Finally, the parties agreed to submit and thereby disclose the terms of the Agreement to the United States District Court for the District of Puerto Rico for its approval. However, “in furtherance of the confidentiality provisions [therein], [the] Agreement [was to be] filed under seal”. See, Dkt. 197, ¶12.

6. The language regarding the extent of the confidentiality provisions was requested by the attorneys representing the defendants. Plaintiffs agreed to said language in order to expedite the negotiation process.

7. Due to the confidentiality provisions to which plaintiffs are bound and knowing that voluntarily violating any of said provisions may result in defendants requesting sanctions for breach of contract, every document filed before this Court related to the Agreement in this case has been filed under seal.

8. Considering the above, plaintiffs do not have a set position as to whether the documents that Mr. Serrano requested to be unseal at Dkt. 454 should be kept under seal or not. Plaintiffs understand that defendants are the ones called to defend the confidentiality provisions they requested, as well as any other privilege they understand should be applicable to this matter.

9. In any case, plaintiffs will abide by any determination of the Court. However, it should be made clear that Plaintiffs’ have always complied with the confidentiality provisions agreed to, and that any subsequent disclosure of the terms of the Agreement, or of any document or information related to the Settlement Agreement or its terms, falls under the exception stated

in paragraph 8 of the Agreement (by Court Order), and thus no violation to the terms of the Agreement may be attributed to the plaintiffs.

WHEREFORE, the plaintiffs very respectfully request that the Court take notice of the above and deem plaintiffs in compliance with its Order at Dkt. No. 455.

IT IS HEREBY CERTIFIED that on this date, plaintiffs have electronically filed the instant document with the Clerk's Office of this Court by means of the CM/ECF System, which will notify such filing to all attorneys of record in this case.

Respectfully submitted on March 1, 2022, by,

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