

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

RMC ORTHOPEDIC & SURGICAL INC.

PLAINTIFF,

VS.

STRYKER CORPORATION, WRIGHT MEDICAL
TECHNOLOGY INC., WRIGHT MEDICAL GROUP,
INC.,

CIVIL NO.: 24-1579 (PAD)

RE: PUERTO RICO DEALER'S
ACT (LAW NO. 75);
PRELIMINARY INJUNCTION

TRIAL BY JURY DEMANDED

MOTION FOR PRELIMINARY INJUNCTION ORDER

TO THE HONORABLE COURT:

APPEARS NOW, the Plaintiff, through its undersigned counsel, and hereby states, alleges and requests as follows:

I. Introduction

On December 18, 2024, Plaintiff RMC Orthopedic & Surgical Inc. ("RMC") filed a Complaint, premised on Law 75 of June 24, 1964, 10 PR. Laws Annotated. §278 as a result of Stryker's unilateral termination, without just cause, of the relationship between them and RMC. (DN-1). The facts expressed in the complaint are incorporated herein.

As alleged in the complaint, RMC has been the sole distributor of Dow Corning Wright which later became known as Wright Medical Technology, Inc., which later become known as Wright Medical Group Inc., (hereafter collectively referred to as "Wright"), products in Puerto Rico for more than 30 years. Since the beginning of the relationship, the model between the parties

was that of an *exclusive stocking distributor*. This meant that RMC would purchase the products and maintain sufficient inventory in Puerto Rico, so hospitals, clinics, surgical centers and the orthopedic community in the island, could receive the needed products and equipment to serve the patients in a timely fashion. RMC introduced to the Puerto Rico market a series of innovative biologics, extremities, and unique bone substitutes. RMC uninterruptedly continued its distributorship as a 100% exclusive stocking distributor and invested money, human resources and promoted other activities to build up the brand and have a sustained firm growth. Throughout the years Wright's name and corporate composition changed, but the relationship between them and RMC remained the same. RMC invested heavily in keeping a robust inventory, in surgeons' training, medical specialty resident training, employee training, marketing and promotional initiatives and materials.

In October 2014 Wright acquired TORNIER, a leading company in the Upper Extremities (Shoulder and Arm) reconstructive arthroplasty business. Throughout all of Wright's mergers and acquisitions, RMC remained a constant and loyal partner to Wright's organization and its new legal entities, as an exclusive stocking distributor in the Puerto Rico territory, with the unwavering support of the management responsible for the sales and distribution channels of the company.

At the request of Wright, this longstanding exclusive distributor relationship was put in writing for the first time effective July 24, 2015. Since then, RMC's sales of Wright/Tornier equipment ranged from \$609,000 to \$1,023,000 annually. This is substantial given the size of the Puerto Rican market and how highly specialized these products are. RMC successfully purchased, promoted, sold and distributed implants and biologics for Wright. RMC's customers which are orthopedic surgeons always expressed great satisfaction with the services provided by RMC.

In November 2020 Wright was acquired by Stryker. Despite the acquisitions and change in management, RMC continued to market and distribute Wright/Tornier products from Stryker and Stryker continued to supply the orders placed by RMC. RMC sales of Wright/Tornier products exceeded \$650,000 for 2020 and exceeded \$846,000 for 2021.

On August 29, 2021, RMC was informed by Stryker's management that Puerto Rico was going to effectively be placed inside the Latin American operation of Stryker in Bogota, Colombia known as "NOLA", instead of the United States. Despite the sudden and unexpected change, various conversations between RMC and Stryker Colombia were held, which included discussions as to future plans and growth opportunities for RMC and Stryker products in Puerto Rico. RMC at all times expressed interest in continuing to distribute Stryker's Wright products.

To RMC's surprise, on January 26, 2022, Stryker informed RMC via a notice letter written on Wright's letterhead, but signed by Stryker NOLA's General Manager, Mr. Tito R. Garcia, that they were unilaterally terminating their distribution agreement, effective 90 days later on April 27, 2022. Stryker never informed RMC the reason behind the purported termination. Nonetheless, following this unilateral termination notice, RMC and Stryker engaged in discussions as to details and terms of a termination, including lump sum payment to RMC to transition the market developed by RMC in Puerto Rico.

All conversations as to the future of RMC and Stryker ceased abruptly in April 2022 given the abrupt exits of Stryker NOLA's General Manager, Mr. Tito R. Garcia, who was managing the Puerto Rico territory at the time. No lump sum payment was ever made to RMC. After the January 26, 2022, letter was received, however, business between RMC and Stryker continued as usual.

During August 2022, Stryker began withholding some orders placed by RMC. RMC, of course, diligently followed up on the matter and these were later released. Clearly, despite the

purported termination, RMC continued to place orders for Wright/Tornier-Stryker products and Stryker fulfilled many of these orders. During this time period, executive management at Stryker communicated to RMC on various occasions that they were facing challenges regarding supply constraints given the high demand and global supply chain challenges following the Covid-19 pandemic. Despite this, in the year 2022 RMC's sales of Wright/Tornier equipment in Puerto Rico exceeded \$881,000.

Everything changed for the worse when Stryker refused to fulfill orders placed by RMC after May 2023. Stryker simply halted supplying and processing any orders from this date onwards. There are currently 15 outstanding orders amounting to \$581,185.75 in products which Stryker has refused to fulfill.

A conference was held on May 2023, with Stryker Latin America Management where RMC's President was asked whether RMC was interested in continuing the distributorship for Puerto Rico, and the answer was in the affirmative. But the issues with Stryker did not end there. At first, the delays and refusals of Stryker to fulfil orders placed by RMC had no explanation. Then customer service departments for Wright's warehouses in Tennessee and Minnesota began to justify the failure to process these orders due to RMC not having a so called "active contract" and that there was an ongoing approval process with their legal department.

There were multiple communication attempts by RMC to Stryker given the untenable situation, most of which went unanswered by Stryker. On July 12, 2023, an extrajudicial demand letter was sent by RMC's counsel to Stryker denouncing Wright/Stryker's actions, and how these amounted to a constructive termination of RMC's exclusive distribution agreement of Wright's products for Puerto Rico, and how Wright/Stryker's continued refusal to abide by its obligations under the distributorship relationship was causing RMC irreparable harm and damages. On August

18, 2023, another extrajudicial letter was sent by RMC's counsel directly to Stryker's President of the Trauma and Extremities Division, Mr. Tim Lanier, wherein he followed up with his previous communication and many others sent by RMC directly to Stryker's management, in order to address these issues related to the distributorship relationship between RMC and Wright/Tornier now owned by Stryker. Therein, Stryker was informed that the lack of action by Stryker's management to respond and adequately address RMC's communications was causing not only distress towards its long-standing business partner, but also to the community of orthopedic physicians in Puerto Rico who were not being able to provide their patients with Wright Medical/Tornier products. Multiple communications from physicians in Puerto Rico to RMC's president, Mr. Nelson A. Rodriguez, were enclosed, expressing their indignation, frustration and concerns with the lack of product supply that had been abruptly halted.

Notwithstanding the above, on September 29, 2023, Stryker sent RMC a letter, again printed on Wright's letterhead, and signed by Wright's Division Counsel for the Trauma & Extremities Division, Mr. Clay Bethell, reiterating the termination of the Distribution Agreement with RMC, and again without stating any reason or just cause for such termination. Therein, Stryker/Wright recognized that following the first termination letter sent in January 2022, the parties engaged in discussions to settle any obligations arising from the termination, without reaching a settlement. This September 29, 2023 letter also acknowledged that following the initial termination notice, Stryker/Wright continued to deliver products to RMC, however, that this was done apparently by accident or mistake (due to some logistic processes not properly settled in Wright Medical's systems) and that there was no real intent on behalf of Wright Medical to continue the commercial relationship with RMC: hence, the distributorship agreement.

This so-called clarification is evidently a subterfuge by Stryker/Wright. The fact is that

RMC was under the impression that the commercial relationship between them and Stryker/Wright continued even after the attempted termination in January 2022. As Plaintiff sets forth in the complaint in detail, there was no just cause for Stryker/Wright to terminate the exclusive distribution agreement between them.

This Honorable Court should issue a preliminary injunction because Stryker/Wright's unilateral decision to terminate the distribution agreement with RMC was unjustified under PR Law 75. Moreover, the termination notice did not comply with section 14 of the Distributor Agreement signed on July 24, 2015, which provides the terms and conditions under which the Distributor Agreement could be terminated by either party. None of the terms and conditions were met, and none were set forth in the July 24, 2015 termination notice, nor in the September 29, 2023 letter.

A preliminary injunction order is necessary to stop this violation to Act 75 under 10 PR Laws Annotated §278b-1. Therefore, RMC respectfully requests that the court order Stryker/Wright to continue the exclusive distributorship relationship with RMC established by the distributor agreement, pending litigation.

II. Argument

a. Law 75 and the preliminary injunction relief it provides

It is widely known that "Law 75 was designed to protect Puerto Rican "dealers" from a manufacturer's arbitrary termination or ending their commercial relationship with the Puerto Rican distributors who had prior thereto developed a market for their products." *Alina & A Tours, Inc. v. Royal Caribbean Cruises, Ltd.*, 2006 WL 897975, at *8 (D.P.R. Mar. 31, 2006). See *Medina & Medina v. Country Pride Foods, Ltd.*, 858 F.2d 817, 820 (1st Cir.1988). Pursuant to Law 75, a

manufacturer cannot terminate its agreement with a dealer except for “just cause.” *Id.* 10 L.P.R.A. § 278a. A manufacturer who terminates a distributor relationship without just cause is subject to damages under Law 75 “[n]otwithstanding the existence in a dealer's contract of a clause reserving to the parties the unilateral right to terminate.” *Id.*

A dealer's contract is defined at 278(B) as a:

Relationship established between a dealer and a principal or grantor whereby and irrespectively of the manner in which the parties may call, characterize or execute such relationship, the former actually and effectively takes charge of the distribution of a merchandise, or of the rendering of a service, by concession or franchise, on the market of Puerto Rico.

Another important definition is that of “just cause” which means, in relevant part: “[n]onperformance of any of the essential obligations of the dealer's contract, on the part of the dealer[.]” § 278(d). Whether just cause existed and whether “essential obligations” were breached are questions of fact. *R.W. Int'l Corp. v Welch Foods, Inc.*, 88 F.3d 49, 51 (1st Cir. 1996).

Furthermore, the statute also prohibits principals from “perform[ing] any act detrimental to the established relationship” without just cause. *Casco, Inc. v. John Deere Constr. & Forestry Co.*, 990 F.3d 1, 8 (1st Cir. 2021). “Law 75 is to be liberally construed in favor of finding the distribution relationship.” *Alina & A Tours, Inc. v. Royal Caribbean Cruises, Ltd.*, 2006 WL 897975, at *9 (D.P.R. Mar. 31, 2006). To that end, “[t]he Act has been described as “very much a ‘one-way street’ designed to protect dealers from the unwarranted acts of termination by suppliers,” *Id.* quoting *Nike Int'l Ltd. v. Athletic Sales, Inc.*, 689 F.Supp. 1235, 1237 (D.Puerto Rico 1988).

More importantly, Law 75 also provides that “[t]he court may grant a preliminary injunction ordering the parties to continue their relationship as established in the distribution

contract pending litigation.” See P.R. LAWS ANN. TIT. 10, § 278b-1. “The statute provides that the main criteria for a preliminary injunction under Law 75 are the interests of the parties and issues of public policy fostered by Law 75.” *E. Moran, Inc. v. Tomgal, LLC*, No. CV 22-1647 (ADC-GLS), 2023 WL 3194682, at *3 (D.P.R. May 2, 2023), *report and recommendation adopted*, No. CV 22-1647 (ADC), 2023 WL 6307000 (D.P.R. Sept. 28, 2023) citing P.R. LAWS ANN. TIT. 10, § 278b-1 (internal citation marks omitted). It has been said that “[t]he policy of Law 75 promotes the continuation of dealership agreements and the strict adherence to the provisions of such agreements.” *Id.* at 4. *citing Waterproofing Sys., Inc. v. Hydro-Stop, Inc.*, 440 F.3d 24, 33 (1st Cir. 2006) (internal quotations omitted). “Potential irreparable injury and likelihood of success on the merits affect the Court's analysis of the ‘parties' interests and the question of whether an injunction would further Law 75's public policy.” *Id.* (citations omitted).

b. Law 75 preliminary injunction standard and analysis

“Under Law 75, a preliminary injunction is available to order parties to continue their business relationships under existing distribution agreements pending litigation.” *Waterproofing Sys., Inc.* 440 F.3d at 33. To further explain the preliminary injunction standard Law 75 provides it is important to understand that “under Article 3A the district court *need not* automatically take “probability of success” into account” *Luis Rosario, Inc. v. Amana Refrigeration, Inc.*, 733 F.2d 172, 173 (1st Cir. 1984). Rather, “[a]rticle 3A requires the court to look both to the parties' “interests” and to the Act's “public policy.” The basic “public policy” of the Act is to prevent dealer termination without “just cause.” *Id.* The First Circuit has explained that “while the statute does not require a finding of likelihood of success as a prerequisite to issuance of an injunction, the court's view of the merits would certainly affect its judgment of the weight of the parties'

interests and of the injunction's effect on the statutory policies.” *Id.* quoting *Pan American Data Computer Corp. v. Data General Corp.*, 652 F.2d 215, 217 (1st Cir.1981).

In its most recent opinion regarding Law 75, the First Circuit reiterated that:

A preliminary injunction under [Article 3-A of Law 75] is not tied to a showing of irreparable injury or to probability of success in the case on the merits, but rather to the policies of [Law 75] in promoting the continuation of dealership agreements and the strict adherence to the provisions of such agreements.

Jose Santiago, Inc. v. Smithfield Packaged Meats Corp., 66 F.4th 329, 336 (1st Cir. 2023) (internal quotations and citations omitted). In sum the First Circuit has interpreted that for this type of injunction a court must consider 3 factors: (1) “the public policy of Law 75”; (2) “whether the plaintiff is a dealer”; and (3) “the interests of the parties” and balancing of equities.” *TraFon Grp., Inc. v. Butterball, LLC*, 2013 WL 12162452, at *1 (D.P.R. Dec. 4, 2013), *report and recommendation adopted in part* 2014 WL 12626356 (D.P.R. May 8, 2014), *aff'd*, 820 F.3d 490 (1st Cir. 2016) quoting *P.R. Hosp. Supply, Inc. v. Boston Scientific Corp.*, 426 F.3d 503, 507 (1st Cir. 2005). Put another way, “[i]t must be showed only public policy favors its injunction, and the balance of the equities is in its favor, *i.e.*, it will be harmed more by the denial of injunctive relief than the defendant will be by the granting of such relief.” *Waterproofing Sys., Inc. v. Hydro-Stop, Inc.*, 2005 WL 8168459, at *11 (D.P.R. Feb. 17, 2005), *aff'd*, 440 F.3d 24 (1st Cir. 2006)

In the present case there is no controversy that RMC is a dealer as defined under Law 75, and that he has a valid distribution agreement with Stryker/Wright. *See*, Exhibit 1. The agreement clearly appoints RMC as an exclusive distributor for the sale of Wright products in Puerto Rico. The agreement provides that RMC is to “solicit and promote the sale of the Products and to maintain and enhance the reputation and goodwill of Wright and the Products.” The agreement also provides the distributor with specific obligations such as maintaining sufficient installations

for the storage, sale and after sale service of the products etc. It also details the obligations of Wright (now Stryker), including but not limited to, selling the products ordered by the distributor. The products RMC distributed are detailed in Schedule A to the distributor agreement included as Exhibit 1. Clearly, RMC promoted these products and other defendant products, kept the product inventory, set prices, delivered the products, invoiced clients and more. Over the years RMC has purchased and sold millions of dollars in products from Wright/Stryker to distribute to orthopedic surgeons in Puerto Rico under the distributor agreement between the parties.

As a dealer, RMC is protected by Act 75 and can seek relief by way of a preliminary injunction request. Stryker/Wright have no just cause to terminate the distribution agreement with RMC. Moreover, the termination notice does not provide just cause for the purported termination and there is no separate communication from Stryker/Wright detailing any reason whatsoever either. The termination was done unilaterally, in bad faith, and with no real attempt to negotiate with RMC before the termination notice was issued. Furthermore, Stryker/Wright cannot escape the fact that they continued to supply product orders placed by RMC for more than a year after the termination notice was sent and that they had no just cause to suddenly stop supplying these products to RMC in May 2023. Their refusal to fulfill orders for products in May 2023 and subsequent dates is an impairment that violates Act 75 as well. *See*, 10 PR Laws Ann. §278a-1. Stryker/Wright made this decision **unilaterally**. The facts show that the relationship between RMC and Stryker/Wright had effectively continued to be that of a distributor and principal, despite the January 2022 termination notice letter. This confers Law 75 protection to RMC.

Another factor the court must consider for a preliminary injunction in a Law 75 case is the interests of the parties and the purpose of the public policy of the statute. 10 P.R. Laws Ann. §278b-1. In the present case, RMC's interest is to reinstate the distributor agreement with Stryker/Wright.

To date, Stryker/Wright have not established a distributorship agreement with a new company in Puerto Rico and is not distributing the implants and biologics of the Wright/Tornier products line in Puerto Rico. For months now Stryker/Wright has been losing money from the Puerto Rico market which is in dire need of these implants/products as set forth in the multiple communications sent by the community of orthopedic surgeons in Puerto Rico who are not being able to provide their patients in Puerto Rico with Wright Medical/Tornier products. See, Exhibit 2. One such letter was issued by Dr. Francisco M. Lopez-Gonzalez, Professor and Director of Orthopedics Department at the UPR School of Medicine. Thirty-nine (39) orthopedic surgeons to date, have endorsed Dr. Lopez-Gonzalez's letter of June 16, 2023, addressed to RMC's President, Mr. Nelson A. Rodriguez. See, Exhibit 3. These communications from physicians in Puerto Rico to RMC's president, Mr. Nelson A. Rodriguez, clearly express their indignation, frustration and concerns with the lack of product supply to Puerto Rico's patients by Stryker/Wright that has been abruptly halted since May 2023.

Reinstating the commercial relationship would not inflict any harm on Stryker/Wright. In any event, the effect would be the opposite since it would benefit them with increased sales through RMC, a company with an outstanding reputation. Undoubtedly the balance of interests favors RMC, and ultimately the end client, Puerto Rico's orthopedic surgeons, who are in dire need of these products to serve their patients in Puerto Rico.

Regarding the third factor of the Law 75 injunction standard, it is important to point out that:

The public interest is clearly expressed in the legislative history of Law 75: "Law 75 was enacted in order to protect the interests of commercial distributors operating in Puerto Rico from the harm caused when a supplier arbitrarily terminates a distributorship once the dealer has created a favorable market for the supplier's products."

Freightliner, L.L.C. v. Puerto Rico Truck Sales, Inc., 399 F. Supp. 2d 57, 78 (D.P.R. 2005) quoting *R.W. Int'l Corp. v. Welch Food, Inc.*, 13 F.3d 478, 482 (1st Cir.1994); *Medina & Medina v. Country Pride Foods, Ltd.*, 858 F.2d at 820. To that end, the first Circuit recently expressed that:

[I]n assessing whether public policy favors the requested injunctive relief, the Court must weigh the fact that Law 75 was adopted to prevent “... the ill-timed action of domestic and foreign manufacturers who, without just cause, terminate their relationship with their representatives or agents in Puerto Rico as soon as the latter have created a favorable market for their products, thus frustrating the legitimate expectations and interests of those who so efficiently carried out their responsibilities.””

Nilo Watch Parts. Inc. v. Rado Watch Co., 2023 WL 5814264, at *13 (D.P.R. Sept. 7, 2023) quoting *Re-Ace, Inc. v. Wheeled Coach Indus., Inc.*, 270 F.Supp.2d 223, 230 (D. P.R. 2003). Law 75 “unquestionably represents a strong public policy directed to level[ing] the contractual obligations between two groups financially unequal in their strength.” *Medina & Medina*, 122 D.P.R. 172, 22 P.R. Offic. Trans. 172.

The caselaw is clear that public policy favors the continuation of the distribution agreement. *Waterproofing Sys., Inc. v. Hydro-Stop, Inc.*, 440 F.3d 24, 33 (1st Cir. 2006). And that principle must guide the inquiry here. RMC has created a market for Stryker’s products in Puerto Rico that was non-existent 30 years ago. Stryker is a massive and powerful company that operates worldwide. On the other hand, RMC is a small company that relies on Stryker/Wright for the sale of products in these segments: extremities and biologics. Without a doubt, Stryker’s actions have harmed RMC and have violated Law 75.

c. Classic injunction analysis

In *Next Step Medical v. Bromedicon, Inc.*, 190 D.P.R. 474 (2014), the Supreme Court of Puerto Rico stated the classic preliminary injunction elements did not need be strictly applied in

Law 75 cases but were to be interpreted more liberally. Those four factors are “1) the likelihood of success on the merits; 2) the potential for irreparable harm if the injunction is not granted; 3) the balance of impositions on both parties; and 4) the effect of the ruling on the public interest.” *Puerto Rico Hosp. Supply, Inc. v. Bos. Sci. Corp.*, 426 F.3d 503, 507 (1st Cir. 2005).

Even if the four-factor classic injunction test were to be applied to the present case, it is clear all four factors are also satisfied. To begin, RMC will likely succeed on the merits because the distribution agreement, as previously explained, was terminated without just cause. In fact, the distribution agreement was unilaterally terminated by Stryker/Wright after more than 31 years without any reason whatsoever provided to RMC. In this case there is a written agreement between the parties and RMC had the expectation the agreement would continue, especially since there were no notified issues with performance and his sales and growth of the PR market as discussed above, are clear proof of that. Moreover, Stryker/Wright never notified RMC of any failure to comply with RMC’s obligations under the agreement. The agreement was improperly terminated under its own terms and conditions and in violation of Act 75, and RMC suffered damages as a result. Therefore, RMC is likely to succeed on the merits of its claim.

If the preliminary injunction is not granted in favor of RMC there is a substantial risk of irreparable harm since the damages suffered by RMC are not limited to only those provided by Law 75. RMC has also suffered harm to its reputation in the medical device and biologics industry. The monetary damages claimed in the complaint under law 75 does not account for this. This type of harm which is not readily measurable nor fully compensable in damages, meets the irreparable injury requirement. *Waterproofing Sys., Inc. v. Hydro-Stop, Inc.*, 2005 WL 8168459, at *12 (D.P.R. Feb. 17, 2005), *aff’d*, 440 F.3d 24 (1st Cir. 2006).

To address the third factor, upon comparing the harm to RMC if the injunction is not granted and the harm to Stryker if one is issued, it is evident that the injunction would not harm Stryker since it would simply resume the exclusive relationship that RMC had to distribute the Wright/Tornier products line for decades. In addition, since the products object of the distribution agreement are needed by patients in dire need of surgeries such as knee replacements, this situation is causing irreparable harm to orthopedic patients throughout Puerto Rico. As the multiple letters sent by orthopedic surgeons to RMC, attached hereto as Exhibit 2, clearly show: these physicians in Puerto Rico cannot service their patient is a gamut of surgeries because RMC's inventory is incomplete and depleted due to the unfulfilled orders by Stryker/Wright. Stryker/Wright's refusal to process RMC's purchase orders as a result of this unjustified and unilateral termination of their distribution agreement, has created a negative impact and become a serious disruption to RMC's surgeon customers, and ultimately the patients themselves.

As previously stated, the rest of the community of orthopedic surgeons in Puerto Rico have endorsed one of these letters issued by Dr. Francisco M. Lopez-Gonzalez, Professor and Director of Orthopedics Department at the UPR School of Medicine. Thirty-nine (39) orthopedic surgeons to date, have endorsed Dr. Lopez-Gonzalez's letter of June 16, 2023, addressed to RMC's President, Mr. Nelson A. Rodriguez. See, Exhibit 3. Therein, as Director of the Orthopedic Group the University of Puerto Rico, which is the main orthopedic provider on the island, he denounces how the issue of diminished or complete lack of inventory of Wright/Tornier products in PR is affecting healthcare accessibility and equal care of patients on the island. Dr. Lopez-Gonzalez points out how patients in need of implants that are not available for primary surgeries, and the lack of spare implants for revision surgeries or the needs of those patients that have already been

implanted, is unacceptable and needs to be resolved as soon as possible. Therefore, the balance of hardships weighs in favor of RMC. Finally, the injunction serves the public interest.

III. Conclusion

Law 75 injunction criteria are satisfied in this case since RMC is a dealer, there was no just cause to terminate the distribution agreement between RMC and Stryker/Wright and issuing the injunction is in accordance with the purpose of law 75 and the public interest it seeks to protect.

RMC respectfully requests that this Honorable Court grants a preliminary injunction pursuant to Puerto Rico Dealers' Act, 10 P.R. Laws Ann. § 278 b-1, while this litigation is pending, thereby ordering Stryker/Wright to cease, desist and refrain from impairing RMC's exclusive distribution relationship and to specifically fulfill and satisfy all pending purchase orders placed to date and those placed during the course of the litigation.

This provisional remedy is warranted to maintain the status quo and protect RMC's business, goodwill, and reputation until the final resolution of this litigation. It is also essential to prevent RMC from suffering imminent and irreparable harm, since RMC's customers in Puerto Rico (the orthopedic surgeons and ultimately the patients) are being irreparably harmed by RMC's inability to obtain the line of products from Stryker/Wright that it has been the exclusive distributor of for more than 30 years.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enters a preliminary injunction ordering Stryker/Wright to continue honoring and performing under the distribution agreement between them and RMC, during the pendency of this litigation, in all its terms.

I HEREBY CERTIFY: that I filed the preceding Motion with the Clerk of the Court using the CM/ECF system, which will send notification of its filing to all counsel of record. This motion will be served upon defendants, pursuant to Docket No. 7.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on this 23rd day of December 2024.

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