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SUPREME COURT, U.S.

In The Supreme Court Of The United States

**RAY LEONERDERT DIAZ-SANTIAGO,**

**Petitioner,**

**V.**

**JOSE SANCHEZ-ACOSTA, Attorney;**

**MANUEL CIDRE-MIRANDA,**

**Respondents.**

**PETITION FOR A WRIT OF CERTIORARI**

**On Petition for a Writ of Certiorari  
to the United States Court of Appeals  
for the First Circuit (No. 24-1256)**

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## QUESTIONS PRESENTED

1. Whether the First Circuit erred in holding that Petitioner's contractual and constitutional rights were discharged under PROMESA's Title III Plan of Adjustment despite certified, self-authenticating government records demonstrating the existence of an active and enforceable government contract, in conflict with Federal Rules of Evidence 902 and longstanding Fifth Amendment protections for vested property rights.
2. Whether the First Circuit violated the Fifth Amendment's Due Process Clause by issuing a mandate without adjudicating constitutional claims supported by self-authenticating electronic government communications transmitted under federally authorized

emergency procedures, whose legal effect cannot be nullified by ultra vires actions of territorial officials or displaced by assertions of authority by the Financial Oversight and Management Board.

3. Whether ultra vires assertions by the Financial Oversight and Management Board—whose members were removed by the President on August 6–7, 2025—may constitutionally extinguish private contractual and property rights during a federally declared emergency, in conflict with the Supremacy Clause, PROMESA, and this Court’s precedents including *Humphrey’s Executor*, *Seila Law, Perry, and Federal Crop Insurance Corp. v. Merrill*.

**CORPORATE DISCLOSURE STATEMENT**

Petitioner is an individual. He has no parent corporation, and no publicly held corporation owns 10% or more of any stock or interest in Petitioner.

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## 1. OPINIONS BELOW

The <sup>1</sup>opinion of the United States Court of Appeals for the First Circuit in Case No. 24-1256 was entered on July 23, 2025. That disposition is classified as unpublished under First Circuit Local Rule 36.0, meaning it was not designated as precedential and was therefore not published in the Federal Reporter. Instead, the judgment appears only on the public docket via PACER, as is customary for non-precedential summary dispositions. The <sup>2</sup>order denying Petitioner's timely Petition for Panel Rehearing and Rehearing En Banc was entered on August 11, 2025, and is likewise unpublished. The

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<sup>1</sup> Opinion issued July 23, 2025, 1st Cir. No. 24-1256, (App. 1-12).

<sup>2</sup> order denying Petitioner's timely Petition for Panel Rehearing and Rehearing En Banc was entered on August 11, 2025, (App. 13-15).

<sup>3</sup>order denying Petitioner's Motion for Reconsideration and Stay of Mandate was issued on October 7, 2025, with the mandate issuing that same day. All of these rulings are reproduced in the Appendix.

The First Circuit's reliance on the views of the Financial Oversight and Management Board for Puerto Rico (FOMB) further underscores the need for review. Although the FOMB filed its submission before its members were subsequently removed, the Board's position nonetheless exceeded its lawful authority under PROMESA, because an administrative entity cannot extinguish constitutional rights, vested property interests, or a valid government contract supported by self-

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<sup>3</sup> Order denying Petitioner's Motion for Reconsideration and Stay of Mandate issued Oct. 7, 2025, (App. 15-19).

authenticating evidence. The First Circuit adopted the Board's position without adjudicating Petitioner's constitutional claims—contrary to this Court's precedents holding that ultra vires governmental acts cannot bind private parties. *See Ex parte Young*, 209 U.S. 123 (1908); *Larson v. Domestic & Foreign Commerce Corp.*, 337 U.S. 682 (1949).

Moreover, President Donald J. Trump, acting as Commander in Chief, removed all members of the FOMB on August 6–7, 2025, confirming that the Board's authority is not inherent or independent, but entirely derivative and subject to executive control. This action highlights the constitutional instability of relying on the Board's pre-removal submission as a basis for extinguishing Petitioner's rights, particularly where the Board lacked valid authority to bind the Commonwealth or override federal constitutional protections.

Although unpublished, the decisions below warrant this Court's review. This Court has repeatedly held that the constitutional validity of a judgment does not depend on its publication status. *See, e.g., Mapp v. Ohio*, 367 U.S. 643 (1961); *Shelley v. Kraemer*, 334 U.S. 1 (1948). The First Circuit's unpublished disposition extinguished vested property interests, rejected self-authenticating government records under FRE 902 and the ESIGN Act, and treated a government contract as dischargeable under PROMESA—contrary to this Court's binding precedents in *Lynch v. United States*, 292 U.S. 571 (1934); *Perry v. United States*, 294 U.S. 330 (1935); *Armstrong v. United States*, 364 U.S. 40 (1960); and *Federal Crop Ins. Corp. v. Merrill*, 332 U.S. 380 (1947).

Furthermore, the rulings below conflict with this Court's longstanding doctrine that *ultra vires*

governmental actions are void ab initio and cannot extinguish constitutional rights. *See Ex parte Young*, 209 U.S. at 159–60; *Larson*, 337 U.S. at 689–91; *Shelley*, 334 U.S. at 14. The First Circuit disregarded certified, self-authenticating government records and instead deferred to a FOMB whose members had been constitutionally removed—creating an additional conflict with *Humphrey’s Executor v. United States*, 295 U.S. 602 (1935), and *Seila Law LLC v. CFPB*, 591 U.S. \_\_\_\_ (2020), both confirming the President’s exclusive constitutional removal authority.

Because the decisions below implicate substantial constitutional issues, conflict with binding precedent, and present questions of national importance concerning PROMESA, executive authority, and federal evidentiary law, their unpublished status

does not diminish the necessity of this Court's review.

## 2. JURISDICTION

The judgment of the United States Court of Appeals for the First Circuit was entered on October 7, 2025, when the Motion for Reconsideration and Stay of Mandate was denied. This Petition for a Writ of Certiorari is timely filed under Supreme Court Rules 12 and 13. Jurisdiction is invoked under 28 U.S.C. § 1254(1).

This case presents substantial federal questions, including: (1) whether ultra vires government actions may extinguish vested constitutional and contractual rights; (2) whether courts must give legal effect to self-authenticating government records under federal evidentiary law; and (3) whether the President's

exclusive constitutional removal authority bars reliance on filings submitted by the FOMB before its members were removed. These questions fall squarely within this Court's supervisory and constitutional jurisdiction.

### **3. STATEMENT OF THE CASE**

The United States District Court for the District of Puerto Rico dismissed Petitioner's complaint in Case No. 3:24-cv-01011-PAD through a Memorandum and Order dated February 9, 2024, followed by a separate Judgment entered the same day. Both rulings are reproduced in the Appendix.

Petitioner invested \$373,501.75 in private capital—independently audited and certified by a CPA—in reliance on the Government of Puerto Rico's acknowledgment and continuation of Contract No. 000129. Petitioner's investment, expressed entirely in United States currency, implicates long-

established federal protections governing monetary obligations. This Court has held that the integrity and regulation of U.S. currency are matters of exclusive federal sovereignty. *Julliard v. Greenman*, 110 U.S. 421 (1884). It has further established that contractual obligations denominated in legal tender cannot be impaired by government action without violating constitutional guarantees. *Perry v. United States*, 294 U.S. 330 (1935); *Norman v. Baltimore & Ohio R. Co.*, 294 U.S. 240 (1935). These authorities confirm that Petitioner's reliance-backed investment constitutes federally protected property which cannot be diminished or disregarded through ultra vires territorial action or administrative discharge.

This investment constitutes a vested, reliance-backed property interest protected by the Fifth Amendment, Article III, and this Court's precedents.

The governmental misconduct at issue in this case did not originate with the COVID-19 emergency; rather, the pandemic merely exposed and accelerated a longstanding pattern of ultra vires actions directed at Petitioner personally. For years, Petitioner has confronted repeated deviations from statutory and constitutional requirements, documented in local records and attorney-certified filings, demonstrating that the challenged actions are not isolated administrative errors but part of a systemic pattern of overreach. The Supreme Court has long held that such ultra vires conduct—particularly when it results in the deprivation of property rights, notice, or due process—falls outside the protection of sovereign immunity and requires judicial intervention. *Larson v. Domestic & Foreign Commerce Corp.*, 337 U.S. 682 (1949); *Philadelphia Co. v. Stimson*, 223 U.S. 605 (1912). Because these

abuses trace directly to Petitioner and reveal broader structural failures affecting similarly situated individuals, the matter warrants not only corrective review but also the consideration of amicus curiae to address the systemic implications of unchecked ultra vires patterns.

**A. Contractual and Electronic Background  
(2020–2025)**

The events in this case arose during the federally declared COVID-19 national emergency. On October 28, 2020, Petitioner received official electronic communications from DDEC Film Program Director Pedro Piquer Henn confirming contractual recognition and providing binding instructions.

The October 28, 2020 communication issued by Director Pedro Piquer Henn, an authorized senior official of the Government of Puerto Rico's Film Program, constitutes a self-authenticating public

document under the Federal Rules of Evidence. Rule 902 provides that domestic public documents bearing the signature of a government officer are self-authenticating without the need for extrinsic evidence. See 28 U.S.C. App., Fed. R. Evid. 902(1)-(2). Because the communication was transmitted through the government's official electronic system during the federally mandated COVID-19 emergency, it is independently authenticated under Rule 902(11) and Rule 902(13), which recognize certified domestic records and electronic records generated by official processes as self-authenticating. These provisions, published by the Office of the Law Revision Counsel at [uscode.house.gov](http://uscode.house.gov), require courts to treat official government electronic communications as authentic on their face. Accordingly, the Piquer communication possessed full legal force and evidentiary validity at the time of

issuance, and no court may disregard its authenticity.

These communications were authorized under federal emergency directives requiring remote operations pursuant to the National Emergencies Act, the Stafford Act, the ESIGN Act, and Puerto Rico's Electronic Signatures Act.

Contextual Note:

At the time this October 28, 2020 government communication was issued, the United States was operating under the COVID-19 National Emergency declared by President Donald J. Trump on March 13, 2020. Federal Executive Branch agencies were required to transition to remote operations to the maximum extent possible, pursuant to White House directives, Office of Personnel Management (OPM) instructions, and coordinated federal emergency guidance from HHS, CDC, and FEMA. More than

190 heads of state worldwide had also activated parallel emergency protocols, resulting in a global administrative disruption that directly affected governmental processing, communications, and contract administration.

Beginning March 13, 2020, President Donald J. Trump, acting as Commander in Chief, declared a national emergency requiring federal, state, and territorial agencies to operate remotely and rely on electronic communications as legally binding.

Petitioner reasonably relied on these official communications to maintain payroll, staffing, and operations.

On February 24, 2025, Petitioner submitted Contract No. 000129 to the First Circuit as part of a Motion to Supplement the Record, together with certified government communications confirming its validity.

The contract had been executed earlier by the

Government of Puerto Rico and is memorialized through documents that are self-authenticating under FRE 902 and the E-SIGN Act.

**B. Administrative Proceedings and FOMB Involvement (2025)**

On May 19, 2025, the First Circuit issued an Order to Show Cause inviting FOMB participation. On June 18, 2025, the FOMB submitted its filing asserting PROMESA discharge. This filing occurred before President Donald J. Trump, acting as Commander in Chief, removed all FOMB members on August 6–7, 2025. Even at that time, the Board lacked authority to extinguish constitutional rights or vested contractual property interests.

Additionally, on June 18, 2025, the Solicitor General of Puerto Rico filed a motion titled “Motion Requesting Relief from Order and Informing That the Financial Oversight and Management Board Will

Express the Official Position of the Government Regarding the Court's Order of May 19, 2025." In that filing, the Government expressly informed the First Circuit that it would not articulate its own legal position or analysis. Instead, Puerto Rico requested permission to adopt wholesale the FOMB's forthcoming position as "the Government's official position." The motion acknowledged that the FOMB—not the elected Government—would speak for Puerto Rico on the questions presented by the Court. This filing demonstrates that the Government never independently evaluated Petitioner's constitutional or contractual claims and relied entirely on the FOMB, whose members were later removed by President Donald J. Trump, acting as Commander in Chief. This delegation underscores the ultra vires nature of the Board's involvement and

confirms that the First Circuit's reliance on the FOMB lacked lawful authority.

### **C. Ultra Vires Conduct by Puerto Rico Officials**

Respondents Manuel Cidre Miranda and José Sánchez-Acosta refused to honor the binding electronic communications issued by DDEC Film Program Director Pedro Piquer Henn during the federally mandated COVID-19 emergency procedures. These official communications—authorized under federal emergency directives and binding under the ESIGN Act and Puerto Rico's Electronic Signatures Act—were within Director Piquer's lawful governmental authority. Respondents' refusal to comply with these official government-issued directives exceeded their lawful authority and triggered the constitutional violations underlying this case.

**D. Removal of FOMB and Subsequent  
Government Confirmation**

After President Donald J. Trump, acting as  
Commander in Chief, removed all FOMB members  
on August 6–7, 2025, Senior Government Counsel  
Luis B. Méndez del Nido issued official government-  
domain communications confirming the validity of  
Contract No. 000129 and requesting a corrective  
proposal. This reaffirmed that Petitioner’s contract  
remained valid under Puerto Rico law independent of  
the FOMB.

**E. Chronological Order of Proceedings**

District Court Proceedings (Case No. 3:24-cv-01011-  
PAD):

<sup>4</sup>February 9, 2024 — The United States District Court for the District of Puerto Rico issued a Memorandum and Order dismissing the complaint, followed by a separate Judgment the same day. First Circuit Proceedings (Case No. 24-1256):

The October 28, 2020 official email was issued by Pedro Piquer Henn, Director of the Film Program for Puerto Rico (Appendix. 77-84)—a senior governmental official acting within his delegated statutory authority. As an official government communication transmitted from a Puerto Rico government domain, it is self-authenticating under FRE 902(1), (2), (4), (7), (11), and (13), and legally binding under the ESIGN Act and Puerto Rico’s Electronic Signatures Act.

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<sup>4</sup> Memorandum and Order dismissing the complaint, and separate Judgment, issued Feb. 9, 2024, (App. 19-28).

F. Chronological Order of Proceedings – United States Court of Appeals for the First Circuit (Case No. 24-1256)

- <sup>5</sup>February 24, 2025 — Motion to Supplement the Record filed with Contract No. 000129 and supporting communications (including the October 28, 2020 email originating from the official government account **pedro.piquer@ddec.pr.gov**, sent by Puerto Rico Film Officer Pedro J. Piquer Henn to Attorney Jaime Aponte-Parsi and copied to Appellant), each accompanied by a certified translation. The Contract No. 000129 and the October 28, 2020 email were translated and

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<sup>5</sup> Motion to Supplement Record filed Feb. 24, 2025 (**App. 28-84**), with **Contract No. 000129** (App. 53-77) and supporting email by Director Pedro Piquer Henn, (App. 77-84).

certified by Court-Certified Translator Margot A. Acevedo Chabert, USCCI, who attested under seal that the translations are true and correct renditions of the original Spanish documents, pursuant to federal certification standards administered by the Administrative Office of the United States Courts (Certificate No. 06-001). These certified translations were submitted as part of the evidentiary supplement to ensure accuracy, authenticity, provenance, and compliance with appellate record requirements.

- <sup>6</sup>May 19, 2025 — Order to Show Cause issued; FOMB invited.

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<sup>6</sup> Order to Show Cause issued May 19, 2025; FOMB invited, (App. 84-90).

- <sup>7</sup>May 19, 2025 - Appellant's Response to Order to Show Cause and Supplemental Statement Regarding Unopposed Dispositive Motions (asserting constitutional claims, ultra vires acts, and self-authenticating contractual evidence demonstrating ongoing irreparable harm)
- <sup>8</sup> June 18, 2025 – Oversight Board (FOMB) files submission asserting PROMESA discharge applicability and the Board's position challenging Petitioner's self-

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<sup>7</sup> Appellant's Response to Order to Show Cause and Supplemental Statement filed May 19, 2025, asserting constitutional claims, ultra vires acts, and self-authenticating contractual evidence, (App. 91-103).

<sup>8</sup> FOMB submission filed June 18, 2025, challenging Petitioner's claims, (App. 103-128).

authenticating government communications  
and constitutional claims.

The Oversight Board's characterization of  
Petitioner's claim as one arising from "**tax  
incentives**" is factually incorrect and legally  
unsustainable. Contract No. 000129 was not a tax-  
credit transaction under Puerto Rico's incentives  
regime; it was a "**direct government-to-investor  
agreement**" investment contract denominated  
entirely in **United States currency**, perfected  
through electronic communications expressly  
validated under the ESIGN Act and Puerto Rico's  
Electronic Signatures Act. The agreement involved  
direct monetary consideration—not the issuance or  
redemption of tax credits—and therefore constitutes  
a vested property right protected under *Lynch v.  
United States*, 292 U.S. 571 (1934), *Perry v. United  
States*, 294 U.S. 330 (1935), and the federal Contract

Clause. By failing to review the contract or the certified translations submitted to the record, the Oversight Board relied on an incorrect premise and rendered an opinion divorced from the actual facts of the case. The Board's mischaracterization has caused years of unnecessary litigation and constitutional harm to Petitioner, whose rights are further protected by the Fifth Amendment, the National Emergencies Act communication protocols, and settled precedent holding that monetary contractual obligations cannot be discharged through PROMESA when they arise from **ultra vires governmental actions**.

- <sup>9</sup>June 18, 2025 — Solicitor General files motion stating Government will adopt FOMB's position as official stance.
- July 23, 2025 — First Circuit judgment dismissing appeal. **(added in Appendix; cited in opinions below).**
- <sup>10</sup>July 24, 2025 — Petition for Rehearing and Rehearing En Banc filed.
- August 6–7, 2025 — President Donald J. Trump, acting as Commander in Chief, removes all FOMB members.

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<sup>9</sup> Solicitor General motion filed June 18, 2025, adopting FOMB's position, (App. 128-138).

<sup>10</sup> Petition for Rehearing and Rehearing En Banc filed July 24, 2025, (App. 139-157).

- <sup>11</sup>August 11, 2025 — Motion for Reconsideration Based on Newly Discovered Evidence (Case No. 24-1256). The newly discovered evidence includes the August 6–7,

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<sup>11</sup> August 11, 2025 — Motion for Reconsideration Based on Newly Discovered Evidence(**App. 157-181**), relying on newly obtained official communications, including the August 6–7, 2025 email(**App. (i).182-191**) from Senior Government Counsel Méndez del Nido confirming the validity of Contract No. 000129 and Appellant submit a **Constitutional Good Faith Resolution and Institutional Restitution Proposal (App. (ii).191-200)**. The email is a self-authenticating government record under FRE 902(1), (2), (4), (7), (11), and (13), submitted pursuant to FRAP 10(e) as part of the supplemental record. **Note:** This was the first official email from DDEC regarding this case, sent immediately after President Trump removed the Oversight Board, confirming the administrative continuity and validity of Contract No. 000129.

2025 official email from Senior Government Counsel Méndez del Nido confirming the validity of Contract No. 000129, a self-authenticating government record under FRE 902(1), (2), (4), (7), (11), and (13), which was submitted pursuant to FRAP 10(e) as part of the record supplementation all this after President Tump removes all FOMB members.

- August 11, 2025 — Rehearing denied; additional motions filed. **(added in Appendix; cited in opinions below).**
- <sup>12</sup> Aug. 12, 2025 — Emergency Motion to Stay Mandate under FRAP 41(d).

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<sup>12</sup> Emergency Motion to Stay Mandate under FRAP 41(d) filed Aug. 12, 2025, (**App. 200-211**).

- <sup>13</sup> October 6, 2025 supplemental motion for temporary authorization to execute corrective proposal following President Trump removal the fomb.
- Oct. 7, 2025 — Order denying reconsideration and stay of mandate. **(added in Appendix; cited in opinions below).**

G. CHRONOLOGICAL ORDER OF SUPREME  
COURT OF UNITED STATES PROCEEDINGS

**Diaz Santiago v. Manuel Miranda, et al.**

**Supreme Court Case No. 25A489**

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<sup>13</sup> October 6, 2025 supplemental motion for temporary authorization to execute corrective proposal following President Trump removal the fomb **(App. 212-227)**.

- October 22, 2025 — Emergency Application (No. 25A489) for a Stay Rule 23 submitted to Justice Jackson pursuant to Supreme Court Rule 22.
- October 30, 2025 — Justice Jackson denied the Application.
- November 19, 2025 — Application (No. 25A489) refiled and submitted to the Chief Justice under Supreme Court Rule 22.4.
- December 3, 2025 — Application (No. 25A489) referred to the full Court.
- December 3, 2025 — Application distributed for the Conference of January 9, 2026.

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## **2. REASONS FOR GRANTING THE WRIT**

This case presents critically important constitutional questions concerning: (1) the limits of administrative

power under PROMESA; (2) the protection of vested property rights and reliance-backed investments; (3) the legal force of self-authenticating government records under the Federal Rules of Evidence and the ESIGN Act; and (4) the exclusive constitutional authority of the President of the United States to remove executive officers. The First Circuit's decision conflicts with multiple binding decisions of this Court, disregards federal evidentiary law, and allows ultra vires conduct to extinguish federally protected rights. Review is required.

1. Conflict with Supreme Court precedent protecting government contracts and vested property rights

For nearly a century, this Court has held that government contracts are vested property rights protected by the Fifth Amendment. *See Lynch v. United States*, 292 U.S. 571 (1934); *Perry v. United States*, 294 U.S. 330 (1935). Such rights cannot be

impaired, destroyed, or discharged by statute or administrative action without just compensation.

The First Circuit's treatment of Petitioner's Contract No. 000129 as discharged under PROMESA directly conflicts with these precedents.

This Court's decision *in Armstrong v. United States*, 364 U.S. 40 (1960), further holds that the Constitution protects reasonable investment-backed expectations. Petitioner's audited investment of \$373,501.75 constitutes such a protected interest.

The First Circuit's ruling disregards these foundational principles.

2. The decision permits ultra vires conduct contrary to *Ex parte Young and Larson*. This Court has long held that government officials who act outside their lawful authority commit ultra vires acts that are void and cannot bind private parties. *See Ex parte Young*, 209 U.S. 123 (1908); *Larson v. Domestic and Foreign*

*Commerce Corp.*, 337 U.S. 682 (1949). Respondents Manuel Cidre Miranda and José Sánchez-Acosta refused to honor binding official communications issued during the federally declared COVID-19 emergency. Their refusal exceeded lawful authority and directly contributed to the constitutional harm. The First Circuit relied on these ultra vires acts in dismissing the appeal, creating a conflict with *Young and Larson*.

The Financial Oversight and Management Board (“FOMB”) possessed no lawful authority to negate, diminish, or disregard the legal force of federal emergency directives or electronically issued governmental communications that were valid under federal law during the COVID-19 National Emergency. Any attempt by the Board to displace or override these federally mandated protections

exceeds the statutory limits of PROMESA and  
*constitutes a clear ultra vires act.*

Federal emergency authorities—activated under the National Emergencies Act, the Stafford Act, and enforceable through binding Executive Branch continuity directives—required all agencies to honor electronic communications, modified procedural expectations, and emergency administrative flexibility. These federal mandates operate with supremacy over territorial administrative bodies. Accordingly, the FOMB could not lawfully extinguish, “discharge,” or otherwise invalidate obligations, rights, or communications arising under federally authorized emergency procedures.

By attempting to insert itself into matters governed exclusively by federal emergency law, and by asserting power to nullify federally protected contractual and evidentiary rights created during the

national crisis, the Board acted outside any authority granted by Congress. Such interference is incompatible with the Constitution's separation of powers, contradicts the principle that federal emergency measures preempt inconsistent local administrative action, and violates the long-established doctrine that ultra vires governmental conduct is void ab initio. See *Ex parte Young*, 209 U.S. 123 (1908); *Larson v. Domestic & Foreign Commerce Corp.*, 337 U.S. 682 (1949).

*In short, the Board lacked—and still lacks—any lawful authority to “fade,” “discharge,” or otherwise override rights protected under federal emergency law. Its intervention in this context therefore represents an unconstitutional and statutorily unauthorized intrusion into domains reserved to federal authority during periods of national crisis.*

3. The First Circuit refused to give legal effect to self-authenticating government documents, conflicting with FRE 902 and multiple circuits

Federal Rule of Evidence 902 requires courts to treat official government documents and official government emails as self-authenticating. Contract No. 000129 and the electronic communications issued by DDEC officials satisfy multiple categories of Rule 902, including 902(1), (2), (4), (7), (11), and (13).

Emails from official government domains such as @ddec.pr.gov, @pr.gov, @ogp.pr.gov, or @uscourts.gov contain inherent indicia of authenticity, including official metadata, routing headers, embedded electronic signatures, and identifiable government server pathways. Under FRE 902(7), official inscriptions and electronic markings independently authenticate the document.

Courts across the Third, Fifth, Seventh, Ninth, and Eleventh Circuits uniformly recognize these rules. The First Circuit's refusal to apply them creates a clear inter-circuit conflict warranting review.

4. The First Circuit relied on a filing submitted by an entity whose members had been constitutionally removed, conflicting with *Humphrey's Executor and Seila Law*.

The Constitution gives the President exclusive authority to remove executive officers. *Humphrey's Executor v. United States*, 295 U.S. 602 (1935); *Seila Law LLC v. CFPB*, 591 U.S. \_\_\_ (2020). President Donald John Trump removed all members of the FOMB on August 6–7, 2025. Once removed, the Board ceased to have any lawful authority. The First Circuit nevertheless relied on the Board's pre-removal filing to extinguish Petitioner's constitutional rights. Such reliance conflicts with

separation-of-powers precedent and raises a substantial constitutional question requiring this Court's review.

5. The Government of Puerto Rico expressly disclaimed its own legal position and adopted the FOMB's views, creating an additional due process and separation-of-powers conflict

On June 18, 2025, the Solicitor General of Puerto Rico filed a formal motion informing the First Circuit that the Government would not present its own legal analysis regarding Petitioner's constitutional and contractual claims. Instead, the Government requested permission to adopt in full the Financial Oversight and Management Board's (FOMB) forthcoming position as "the Government's official position." As a result, no duly authorized government official ever evaluated the constitutional issues, the vested property interests at stake, or the legal effect

of the self-authenticating government records presented.

After President Donald J. Trump, acting as Commander in Chief, removed all FOMB members on August 6–7, 2025, the Board no longer had any lawful authority. Yet the First Circuit relied on the Board’s pre-removal filing—submitted by officials who no longer held constitutional office—to resolve this case. The combination of (1) the Government’s express refusal to adopt its own legal reasoning and (2) judicial reliance on a legally unauthorized entity violates basic due process, undermines administrative legitimacy, and independently warrants review.

6. The case involves nationally important questions regarding COVID-19 emergency electronic government contracting. During the federally declared COVID-19 emergency, all agencies were

required to issue binding electronic communications under the National Emergencies Act, the Stafford Act, and the ESIGN Act. Thousands of government contracts nationwide were executed under these same emergency-authorized procedures. The First Circuit's decision undermines the validity of such contracts, creating national uncertainty that only this Court can resolve.

7. The errors cause immediate and irreparable harm. Petitioner's \$373,501.75 investment and vested contractual rights cannot be restored once extinguished under an erroneous mandate. No monetary compensation can remedy the loss of a government contract supported by self-authenticating evidence. This case therefore presents irreparable injury warranting immediate intervention.

**CONCLUSION**