

# **Exhibit F-1**

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**VIA EMAIL** ([mmiller@cozen.com](mailto:mmiller@cozen.com))

February 18, 2016

Ms. Melanie A. Miller, Esq.  
Cozen O'Connor  
One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103

Re: Final Good Faith Effort and Request for Production  
of Document to Dr. Rajender K. Arora  
**American Board of Internal Medicine v. Jamie  
Salas Rushford, M.D., 2:14-cv-06428-KSH-CLW**

Dear Ms. Miller:

We hope these few lines find you well. We write to your good self on behalf of Defendant in the case of reference, Dr. Jaime A. Salas Rushford (“Dr. Salas Rushford”), as a last good faith effort in our attempt to obtain from your client, Dr. Rajender K. Arora (“Dr. Arora”), a complete and exact copy documents requested under Rule 30(b)(2), via subpoena that was delivered to him in October of last year. In particular, it is requested for Dr. Arora to produce any and all documents and records that are in his possession and/or his control or control of his attorney, related to the civil case filed against him by the American Board of Internal Medicine (“ABIM”), Case No. 2:09-cv-05707-JCJ in the United States District Court for the Eastern District of Pennsylvania. In particular, to a certain settlement agreement entered into by both ABIM and Dr. Arora.

As you may recall, these documents were also requested and discussed during the deposition of Dr. Arora that took place at the offices of Nicoll, Davis & Spinella on January 21<sup>st</sup> of this year in Paramus, New Jersey. We have received a copy of the transcript of that deposition, and we suspect you have as well. Regardless, we attach a scanned copy of this transcript to this

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letter for easy reference and kindly direct you to page 107 at line 23 through page 115, line 9. See also page 121 at line 23 through page 123, line 15.

In line with the subpoena, during the deposition it was again requested for Dr. Arora to produce a true and exact copy of the aforementioned settlement agreement. As was briefly discussed, said document does not enjoy the benefit of a privilege that would protect it from the obligation of being produced. Furthermore, in accordance to applicable rules and case law, the Third Circuit does not recognize a privilege to settlement agreement between the parties, even if one is “declared” confidential by its signatories. Additionally said document, notwithstanding anything ABIM or Dr. Arora might suggest to the contrary, is pertinent and discoverable to Dr. Salas Rushford. As you are probably aware, Dr. Arora and his former business, Arora Board Review (“ABR”), are expressly mentioned in no fewer than 16 paragraphs of ABIM’s Complaint against Dr. Salas Rushford. ABIM’s 2009-2010 case against Dr. Arora and the settlement agreement reached to end it are expressly relied upon in that Complaint.

Therefore, and despite statements already made on the deposition record that the requested settlement agreement is not to be produced voluntarily by Dr. Arora, we still request that a true, exact, unedited copy of it be produced to us by on or before the conclusion of the next five (5) business days. Thus, on or before February 25, 2016.

Although we loath doing so, it needs to be said that any rejection or denial to produce the requested documents will require Dr. Salas Rushford to unnecessarily incur in attorney time and expense of preparing the pertinent filing and asking the Court’s assistance to compel Dr. Arora to produce these documents that are clearly discoverable and not privileged.

As such, after prevailing on any motion to compel the court must, after giving an opportunity to be heard, require of Dr. Arora as the deponent whose conduct necessitated the motion, to reimburse Dr. Salas Rushford’s reasonable expenses incurred in making the motion, including attorney’s fees. However, we sincerely hope that will not be necessary as it becomes inexplicable for Dr. Arora to assume this risk unnecessarily.

As mentioned at the outset, this is an effort to resolve the specific discovery dispute at issue and, further, counsel’s good faith attempts to resolve the dispute, prior to a determination of being unable to do so and request the Court’s involvement.

Lastly, we feel compelled to remind Dr. Arora that the subpoena served upon him carried the Court’s authority. We expected then and still expect now for compliance with the subpoena

and the non-privileged documents requested therein. All of the above said, we look forward to the production of documents requested.

Feel free to contact us for any additional matter related to this subject.

Sincerely,

/s/ Antonio Valiente

Antonio Valiente, Esq. (*Pro Hac Vice*)

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Enclosure

ec. By e-mail:

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