

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

BANCRÉDITO HOLDING CORPORATION,  
DERIVATIVELY ON BEHALF OF  
NOMINAL DEFENDANT, BANCRÉDITO  
INTERNATIONAL BANK & TRUST  
CORPORATION,

*Plaintiff,*

v.

DMRA LAW LLC, MARÍA A. DOMÍNGUEZ-  
VICTORIANO, and FRANCES DÍAZ,  
INSURANCE COMPANIES A, B, C

*Defendants, and*

BANCRÉDITO INTERNATIONAL BANK &  
TRUST CORPORATION,

*Nominal Defendant.*

CIVIL NO.

VERIFIED SHAREHOLDER  
DERIVATIVE COMPLAINT

JURY TRIAL DEMANDED

**VERIFIED COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW Bancrédito Holding Corporation (“BHC” or the “Shareholder”), through its undersigned attorneys, and submits this Verified Shareholder Derivative Complaint against Defendants named herein for breach of fiduciary duties and states as follows:

**SUMMARY OF THE ACTION**

1. This is a shareholder’s derivative action brought for the benefit of Nominal Defendant Bancrédito International Bank & Trust Corporation (the “Bank”).

2. This derivative action is brought against Defendant Frances Díaz (“Díaz”), the Bank’s former President, CEO and former member of the Company’s Board of Directors (the “Board”), and Defendant María A. Domínguez-Victoriano (“Domínguez”), one of the Bank’s outside counsel (collectively the “Individual Defendants”) seeking to remedy their breach of

fiduciary duties during the period beginning September 23, 2021, through the present (the “Relevant Period”).

3. The Shareholder discovered the scope of Individual Defendants’ breach of fiduciary duties on or about September 2022.

4. Shareholder’s access to the Bank’s information has been limited since August 2022.

5. As a result of the foregoing, or at least in part, the Bank suffered economic damages and is now subject to a receivership (and liquidation) by the Office of the Commissioner of Financial Institutions (“OCIF”) of Puerto Rico and other claims against the Bank and its Directors and Shareholder.

6. Díaz breached her duties of loyalty, care and good faith by: (i) failing to make full disclosure concerning a criminal investigation while remaining employed as an officer of the Bank; (ii) circumventing the Bank’s policies in her benefit, and (iii) misappropriation of the Bank’s moneys.

7. Domínguez, breached her duties of loyalty, care and good faith by (i) representing and providing legal advice to the Bank on matters related to Puerto Rico laws and regarding administrative procedures before OCIF, a Puerto Rico government agency, despite not being a licensed attorney in Puerto Rico; (ii) failing to perform or satisfy the standards of reasonable care expected of attorneys in her professional community; (iii) representing Díaz in a matter adverse to the Bank; (iv) failing to obtain the Bank’s informed consent to represent Díaz in a matter adverse to the Bank; (vi) and utilizing privileged and confidential information acquired through her representation of the Bank to further Díaz’s interests at the expense of the Bank.

### **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) (1). There is complete diversity among the parties and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

9. This Court has jurisdiction over each Defendant named herein because each Defendant is either a corporation that conducts business in and maintains operations in this District or is an individual who has sufficient minimum contacts with this District to render the exercise of jurisdiction by this Court.

10. Venue is proper in this Court pursuant to 28 U.S.C. §1391(a) because (i) one or more of Defendants either reside in or maintain executive offices in this District; (ii) a substantial portion of the transactions and wrongs complained of herein—including Defendants’ primary participation in the wrongful acts detailed herein and aiding in violation of fiduciary duties owed to Bank—occurred in this District; (ii) and Defendants have received substantial compensation in this District by doing business here and engaging in numerous activities that have an effect in this District.

**PARTIES**

11. Plaintiff BCH is currently and has continuously been the sole stockholder of the Bank. Plaintiff is a corporation duly registered under the laws of the State of New York with its principal office located at 575 5<sup>th</sup> Avenue, Suite 17-143, New York, 100017.

12. The Bank, Nominal Defendant, is a corporation duly registered under the laws of the Commonwealth of Puerto Rico, with its principal office located at 250 Ave. Luis Muñoz Rivera, 14th Floor, Suite 1410, San Juan, 00918, Puerto Rico.

13. Defendant Díaz is domiciled in Puerto Rico and was both a member of the Company’s Board and a member of management, as CEO and President for the Relevant Period.

14. Defendant DMRA Law LLC (“DMRA”) is a Limited Liability Company duly registered under the laws of the Commonwealth of Puerto Rico. Upon information and belief, all members of DMRA are domiciled in Puerto Rico. The principal office is located at Centro Internacional de Mercadeo, Torre 1, Oficina 402, Guaynabo, PR, 00968. DMRA served as outside counsel for the Bank for the Relevant Period.

15. Upon information and belief, Defendant Domínguez is domiciled in Puerto Rico.

Domínguez is a member and employee of DMRA and as such served as outside counsel for the Bank for the Relevant Period. Domínguez, a former federal prosecutor, is licensed to practice in Florida and Connecticut, as well as various federal district courts, including the United States District Court for the District of Puerto Rico. However, she is not a member of the Puerto Rico (State) Bar, as regulated by the Puerto Rico Supreme Court.

16. Defendants Insurance Companies A, B & C—whose names are unknown—are insurance entities that have insurance policies issued in favor of the codefendants Domínguez and DMRA, that cover the damages of these defendants, that are organized pursuant to the laws of the Commonwealth of Puerto Rico, and that are jointly and severally responsible and liable to the Bank for the damages claimed in this Complaint. Defendants D, E & F are individuals or entities that may be responsible and liable to the Bank for the damages claimed in this Complaint.

**DERIVATIVE AND PRE-SUIT DEMAND ALLEGATIONS**

17. BHC brings this action derivatively in the right and for the benefit of the Bank to redress injuries suffered, and to be suffered, as a direct result of breach of fiduciary duties, and unjust enrichment of Individual Defendants.

18. BHC is the sole shareholder of the Bank, was the sole shareholder of Bank at the time of the wrongdoing alleged herein and has been the sole shareholder of the Bank continuously since that time.

19. BHC will adequately and fairly represent the interests of the Bank and its sole shareholders—BCH—in enforcing and prosecuting its rights.

20. The Bank is named as a nominal defendant in this case solely in a derivative capacity. This is not a collusive action to confer jurisdiction on this Court that it would not otherwise have and, for purposes of this derivative action, there's antagonism between the Bank and BCH.

21. The wrongful acts complained of herein subject—and will continue to subject—the Bank to continuing harm because the adverse consequences of the actions are still in effect and

ongoing.

22. On or about August 9, 2022, BCH—along with the Bank and OCIF—entered a plan of liquidation (the “Liquidation Plan”) and Driven Administrative Services LLC (the “Administrator”) was appointed as the administrator of the Bank for the duration of the liquidation process.

23. Since September 26, 2022, the Shareholder has made multiple written demands requiring the Board to take suitable action, but the Board rejected the demands.

### **SUBSTANTIVE ALLEGATIONS**

24. On July 24, 2013, Díaz was offered the position of General Manager of the Bank.

25. Díaz’s employment offer with the Bank was conditioned to the signing of a *Non-Disclosure of Confidential Information Agreement* in protection of the Bank’s businesses.

26. Díaz accepted the employment offer on July 25, 2013, and joined the Bank on August 19, 2013, as General Manager.

27. Beginning in December 2019, Díaz was appointed President and Chief Executive Officer of the Bank, as well as one of its directors.

28. Beginning in 2018, Díaz was also a member of the Audit Committee, the Executive Committee the BSA/AML Committee of the Bank.

29. As the Bank’s President and CEO, Díaz oversaw all aspects of the Bank’s operations and procedures. As the CEO of the Bank, she was responsible for operations and policy. These operations include how the bank handles business, as defined by OCIF and the Federal Reserve, and the Bank’s policies. Additionally, she was answerable to the customers, shareholders, OCIF, and the Federal Reserve Bank for violations of these policies. Moreover, she was responsible for the overall success of the operations and policy of the Bank.

30. Since or around 2015, the Bank was subject to a series of routine Examinations made by OCIF, which resulted in a Consent Order that was lifted in April 2018.

31. As CEO and President of the Bank, Díaz's duties also included complying with OCIF's requests for documents and implement policies of improvement to fully comply with OCIF's demands.

32. In response to OCIF's examinations and Consent Order, beginning 2015, the Bank retained the law firm McConnell Valdés LLC ("McV") as outside counsel to provide legal advice in connection therein.

33. One of McV's attorneys assigned to oversee OCIF's examinations and Consent Order was Domínguez.

34. Even though Domínguez is not a licensed attorney in Puerto Rico, she provided legal counsel to the Bank in the matters before OCIF and attended multiple meetings with OCIF's representatives acting as legal counsel of the Bank.

35. Furthermore, on May 22, 2018, while working for McV, Domínguez sent a letter to the Federal Bureau of Investigation ("FBI"), Hato Rey, Puerto Rico Office, with the caption: "Letter of Legal Representation- Bancrédito."

36. In the letter dated May 22, 2018, Domínguez stated the following:

Please be advised that the undersigned counsel represent [*sic*] Bancrédito International Bank ("Bancrédito"), an International Banking entity (IBE), established in 2008 under the laws of the Commonwealth of Puerto Rico. Bancrédito is regulated by the Office of the Commissioner of Financial Institutions of Puerto Rico (OCIF). The undersigned counsel also represents [*sic*] the members of Bancrédito's [*sic*] Board of Directors and Bancrédito's [*sic*] employees.

37. On July 1<sup>st</sup>, 2019, OCIF began another Examination of the Bank regarding independent Testing, Risk Assessment, Customer Due Diligence, Enhanced Due Diligence, and Suspicious Activity.

38. On or about November 2020, the Bank retained Domínguez, now through her own law firm, DMRA, as outside counsel to provide legal advice in connection with the ongoing Examinations brought by OCIF. Upon information and belief, Domínguez and/or DMRA never terminated this engagement.

39. In November 2020, Domínguez provided Díaz a “Memorandum” addressing the Examinations and Consent Orders issued by OCIF noting the following:

We suggest that Bancrédito<sup>1</sup> begin to take a more assertive posture in defending against the baseless harassment by OCFI [*sic*], using the guise of bona fide Examinations as a mechanism to oppress Bancrédito and disparage its reputation. The facilitators of this scheme should be aware that their actions have invited scrutiny and that Bancrédito will avail itself of all available legal mechanisms to vindicate its reputation and protect itself from further harassment and injury.

Bancrédito is a responsible institution that has a robust compliance program and a documented history of operating legally, ethically, and responsibly. The implacable actions of OCFI in subjecting the institution to a series of unwarranted Examinations and drowning the institution in expansive and unreasonable document requests, should not be allowed to continue with impunity.

40. Even though Domínguez is not admitted to practice law in Puerto Rico—barred from offering any kind of legal advice in Puerto Rico (other than her licensed practice in federal court and/or federal agencies)—she represented and provided legal advice to the Bank on matters related to Puerto Rico laws and regarding administrative proceedings before OCIF, a Puerto Rico government agency.

41. On September 23, 2021, Domínguez, through DMRA, and attorney Carlos A. Pérez Irizarry, provided the Bank, through its Chief Legal Counsel, an engagement letter to represent Díaz in a criminal investigation against her in the United States District Court for the District of Puerto Rico.

42. In the September 23, 2021, engagement letter, Domínguez stated that:

In light that the conduct of Miss Fossé,<sup>2</sup> that is the object of the criminal investigation, arises of her position as Executive Director of Bancrédito,<sup>3</sup> it is our understanding that the bank will assume the costs of her legal representation.

---

<sup>1</sup> To assist this Court and for ease of reference, BCH respectfully notes that the Memorandum refers to the Bank.

<sup>2</sup> To assist this Court and for ease of reference, BCH respectfully notes that the letter refers to Díaz.

<sup>3</sup> To assist this Court and for ease of reference, BCH respectfully notes that the letter refers to the Bank.

43. According to the engagement letter, the attorneys' fees for representing Díaz were set at a flat fee of \$200,000.

44. The Bank's Chief Legal Counsel signed the aforementioned engagement letter.

45. Among other policies, the Bank had an Accounts Payable & Purchases Policy (the "AP Policy").

46. The AP Policy, in relevant part, "provides accounting guidance for the recognition of all major expenses that relate, directly or indirectly, to purchases in accordance with United States Generally Accepted Accounting Principles . . . ."

47. The AP Policy's purpose in part "is to communicate consistent guidance in this area of accounting; timely payments of accounts owed by the Bank are an integral element of a safe and sound operation. In addition, banking regulators must verify that prudent internal controls are in place to ensure that payables and expenditures are clearly in the Bank's best interest and are appropriate, given the financial condition and scope of operations."

48. The AP Policy also provides, in relevant part, that "proper internal controls will be followed to ensure that only valid and authorized payables and services are recorded and paid."

49. Díaz knew or should have known of the AP Policy.

50. The AP Policy further provides that Purchases over \$150,000 must be authorized by both the President/CEO and the COO.

51. In relevant part, the AP Policy further provides that "policy exceptions will be approved by the Executive Committee and ratified by Board of Directors but under no circumstances should exceptions deviate from USGAAP guidelines."

52. Therefore, payment of the engagement letter would not have been subject to approval by Díaz alone, but rather would have also required approval of the COO as well.

53. Instead of obtaining the requisite approvals, Díaz concealed the engagement letter from the COO and the Board.



54. And instead of submitting an invoice for \$200,000.00, that surely would have been subject to appropriate scrutiny under the AP Policy, DMRA and Domínguez submitted multiple individual invoices for smaller amounts.

55. On September 24, 2021, a payment was issued in the amount of \$25,000.00 to DMRA with the note “Inv 17 sept 2021 legal services to engagement.”

56. On September 27, 2021, another payment was issued in the amount of \$50,000.00 to DMRA.

57. On November 8, 2021, a payment was issued in the amount of \$25,000.00 to DMRA.

58. BCH believes that Domínguez submitted invoices for the remaining \$100,000 that were paid in full by the Bank in the same fashion.

59. BCH requested the Board of Directors evidence of the payments made to Díaz, along with other documents, to no avail.

60. DMRA, Díaz, and Domínguez converted, misappropriated, or otherwise purported to exercise unlawful dominion and control over monies belonging to the Bank, by among other things, causing numerous payments to be issued from the Bank in violation of the AP Policy.

61. Individual Defendants knowingly withheld this information from the Board in furtherance of a broader scheme to protect Díaz in her personal capacity at the Bank’s expense.

62. Díaz failed to inform the Board of their unilateral decision to retain the services of one of the Bank’s outside counsels, Domínguez, to represent her in the criminal investigation against her at the Bank’s expense. This while she was still employed as an officer of the Bank.

63. Díaz facilitated a scheme in which she was represented in the criminal investigation by one of the Bank’s counsels, Domínguez, without the Bank’s knowledge as to the scope of the engagement and at the Bank’s expense.

64. Domínguez did not disclose nor seek to obtain written consent from the Board or the Directors to represent Díaz in the criminal investigation.

65. It was not until months later that the Shareholder learned about the scope of Domínguez's engagement letter to represent Díaz in a criminal investigation and how Bank moneys were used to pay for said engagement.

66. These details were withheld from the Shareholder by Bank officers, and it was not until on or about September 2022 that the Shareholder learned about them through an independent audit.

67. On February 25, 2022, Díaz abruptly resigned alleging "extraordinary circumstances" that, according to her, hindered her ability to accomplish her functions duly and responsibly in the Bank.

68. On February 28, 2022, Díaz entered into a plea agreement<sup>4</sup>, which Domínguez signed as counsel of Díaz.

69. In the plea agreement, Díaz admitted her guilt as charged in the Information.

70. While she was employed by the Bank, Díaz never disclosed the scope of the investigation to the Bank. She should have resigned as soon as her personal interests conflicted with her duty as an officer of the Bank. Instead, she continued collecting a salary and benefits from the Bank, only to resign three days before she entered into a plea agreement.

71. Furthermore, according to Díaz, Domínguez instructed her not to disclose to the Bank or its Directors the particulars of the criminal investigation or the plea agreement. Since before her engagement to represent Díaz, Domínguez represented the Bank. Upon information and belief, that representation was never terminated. Consequently, she had a duty of loyalty to the Bank. In case of a conflict between her duties to the Bank and Díaz, Domínguez had to resign.

72. On May 5, 2022, after submitting her resignation and admitting her guilt in the criminal investigation, Díaz, through Mendoza & Mendoza Law Offices, sent the Bank an

---

<sup>4</sup> BCH requests this Court to take judicial notice of USA v. Frances M. Díaz, Crim. No. 085 (FAB), Docket #5.

extrajudicial claim for alleged wrongful constructive termination. Díaz demanded over \$250,000 from the Bank.

73. On or about August 9, 2022, BCH—along with the Bank and OCIF—entered a Liquidation Plan and the Administrator of the Bank.

**COUNT I**  
**Breach of Fiduciary Duty: Good Faith and Duty of Loyalty**  
**(Against Díaz and Domínguez)**

74. BHC incorporates and re-alleges the allegations set forth in paragraphs 1 through 73 above as if fully set forth herein.

75. Díaz was the Bank’s President and CEO and Board member during the Relevant Period.

76. Domínguez was one of the Bank’s outside counsels.

77. All attorneys owe duties to their clients, including but not limited to continued confidentiality, and the duty to not represent other parties with adverse interests absent the informed consent of the client.

78. Domínguez did not obtain the Bank’s informed consent nor a waiver of conflict to represent Díaz in a matter adverse to the Bank.

79. Upon information and belief, Domínguez used privileged and confidential information she acquired through her representation of the Bank to further Díaz’s interests at the expense of the Bank.

80. At all relevant times, Díaz, and Domínguez owed a fiduciary duty to the Bank, including duties of loyalty and candor.

81. The Bank deposited its trust and confidence in Díaz and Domínguez to provide advice and counsel and to protect its interests.

82. Díaz and Domínguez accepted the Bank’s trust and assumed a duty to advise, counsel and protect the interests of the Bank.

83. Díaz and Domínguez breached their fiduciary duties by, *inter alia*, failing to protect the Bank's interests; self-dealing and breaching the AP Policy by hiding the conflict representation of Díaz from the Bank while having the Bank unknowingly pay for it.

84. As a direct and proximate result of their breach, the Bank suffered damages.

**COUNT II**  
**Unjust Enrichment**  
**(Against DMRA, Domínguez and Díaz)**

85. BHC incorporates and re-alleges the allegations set forth in paragraphs 1 through 84 above as if fully set forth herein. During the Relevant Period, Díaz, DMRA and Domínguez unjustly enriched themselves by wrongfully converting, taking, utilizing the moneys of the Bank.

86. Such acts and omissions leading to the DMRA's, Díaz's and Domínguez's unjust enrichment were the actual and proximate cause of harm to the Bank.

87. Accordingly, DMRA and Domínguez are liable in damages to the Bank in excess of \$200,000.00, the exact amount to be proven at trial, arising out of said defendants' unjust enrichment.

**COUNT III**  
**Collection of Moneys**  
**(Against Díaz)**

88. BHC incorporates and re-alleges the allegations set forth in paragraphs 1 through 87 above as if fully set forth herein.

89. As part of a Key Retention Agreement ("Retention Agreement"), Díaz was paid by the Bank \$155,000 in the form of a Forgivable Loan.

90. According to the terms and conditions of the Retention Agreement, the loan would be forgiven if Díaz had good reason to for her resignation.

91. Diaz provided no good reason for her resignation, as defined in the Retention Agreement, thus she owes the Bank \$124,000 as principal, plus accrued interests at the rate of 2% per annum.

**PRAYER FOR RELIEF**

WHEREFORE, BHC demands judgment for the benefit of Nominal Defendant Bancrédito International Bank & Trust Corporation as follows:

- Directing Individual Defendants to account to Bank for all damages sustained or to be sustained by the Bank by reason of the wrongs alleged herein.
- Directing the Board to take all necessary actions to reform its corporate governance and internal procedures to comply with applicable laws and protect the Bank and its shareholders from a recurrence of the events described herein, including, but not limited to, a shareholder vote resolution for amendments to Bank By-Laws or Articles of Incorporation and taking such other action as may be necessary to place before shareholders for a vote on corporate governance policies.
- Awarding the Bank restitution from the Defendants and ordering disgorgement of all profits, benefits and other compensation obtained by the Defendants.
- Awarding BHC, the costs and disbursements of this action, including reasonable attorneys' and experts' fees and expenses.
- Granting such other and further relief as the Court may deem just and proper.

**RESPECTFULLY SUBMITTED**, in San Juan, Puerto Rico, this 11<sup>th</sup> day of May 2023.

**ESTRELLA, LLC**

By: s/Alberto G. Estrella  
Alberto G. Estrella, Esq.  
USDC-PR Bar No. 209804  
E. [agestrella@estrellallc.com](mailto:agestrella@estrellallc.com)

s/Eddalee Quiñones-Pedrogo  
Eddalee Quiñones-Pedrogo  
USDC-PR Bar No. 305906  
E. [equinones@estrellallc.com](mailto:equinones@estrellallc.com)

s/Stephanie M. Vilella  
Stephanie M. Vilella  
USDC-PR Bar No. 308603  
E. [svilella@estrellallc.com](mailto:svilella@estrellallc.com)

P. O. Box 9023596  
San Juan, Puerto Rico 00902-3596  
T. (787) 977-5050 F. (787) 977-5090

*Counsels for Bancrédito Holding Corporation*

**VERIFICATION PURSUANT TO 28 U.S.C. §1746(1)**

I, Luis Augusto Zapata, of legal age, married, resident of Miami, Florida, and President Chief Executive Officer of BHC, do hereby attest that I have read the above information and examined the Verified Complaint, and the above is true to the best of my knowledge. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed in Miami, Florida on May 11<sup>th</sup>, 2023.



  
Luis Augusto Zapata

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

**CATEGORY SHEET**

**You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).**

---

Attorney Name (Last, First, MI):

USDC-PR Bar Number:

Email Address:

---

1. Title (caption) of the Case (provide only the names of the first party on each side):

Plaintiff:

Defendant:

2. Indicate the category to which this case belongs:

Ordinary Civil Case

Social Security

Banking

Injunction

3. Indicate the title and number of related cases (if any).

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed before this Court?

Yes

No

5. Is this case required to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?

Yes

No

6. Does this case question the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)

Yes

No

Date Submitted:



**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Bancrédito Holding Corporation

(b) County of Residence of First Listed Plaintiff \_\_\_\_\_  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Alberto G. Estrella; Eddalee Quinones; Stephanie Vilella  
Estrella, LLC  
PO Box 9023596, San Juan, PR 00902-3596; 787-977-5050

**DEFENDANTS**

DMRA Law LLC, et al

County of Residence of First Listed Defendant Guaynabo, Puerto Rico  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff  
2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	1	<input checked="" type="checkbox"/>	Incorporated or Principal Place of Business In This State	4	<input checked="" type="checkbox"/>
Citizen of Another State	2	<input type="checkbox"/>	Incorporated and Principal Place of Business In Another State	5	<input checked="" type="checkbox"/>
Citizen or Subject of a Foreign Country	3	<input type="checkbox"/>	Foreign Nation	6	<input type="checkbox"/>

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise	<b>PERSONAL INJURY</b> 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> 365 Personal Injury - Product Liability 367 Health Care/Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage 385 Property Damage Product Liability	525 Drug Related Seizure of Property 21 USC 881 590 Other  <b>LABOR</b> 710 Fair Labor Standards Act 720 Labor/Management Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> 462 Naturalization Application 465 Other Immigration Actions	422 Appeal 28 USC 158 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> 820 Copyrights 830 Patent 835 Patent - Abbreviated New Drug Application 840 Trademark  <b>SOCIAL SECURITY</b> 861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> 870 Taxes (U.S. Plaintiff or Defendant) 871 IRS—Third Party 26 USC 7609	375 False Claims Act 376 Qui Tam (31 USC 3729(a)) 400 State Reapportionment 410 Antitrust <input checked="" type="checkbox"/> 430 Banks and Banking 450 Commerce 460 Deportation 470 Racketeer Influenced and Corrupt Organizations 480 Consumer Credit (15 USC 1681 or 1692) 485 Telephone Consumer Protection Act 490 Cable/Sat TV 850 Securities/Commodities/Exchange 890 Other Statutory Actions 891 Agricultural Acts 893 Environmental Matters 895 Freedom of Information Act 896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	440 Other Civil Rights 441 Voting 442 Employment 443 Housing/Accommodations 445 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education	<b>Habeas Corpus:</b> 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty <b>Other:</b> 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding    2 Removed from State Court    3 Remanded from Appellate Court    4 Reinstated or Reopened    5 Transferred from Another District (specify)    6 Multidistrict Litigation - Transfer    8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C.A. et seq. 1391(a)

Brief description of cause:  
Verified Shareholder Derivative Complaint

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ 479,000.00    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes     No

**VIII. RELATED CASE(S) IF ANY**

(See instructions): JUDGE \_\_\_\_\_ DOCKET NUMBER \_\_\_\_\_

DATE 05/11/2023    SIGNATURE OF ATTORNEY OF RECORD s/Eddalee Quinones (305906)

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

**Print**

**Save As...**

**Reset**

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.  
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.  
 Original Proceedings. (1) Cases which originate in the United States district courts.  
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.  
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.  
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.  
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.  
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.  
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.  
**PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.  
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.  
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico



Bancrédito Holding Corporation, derivatively on behalf of nominal defendant, Bancrédito International Bank & Trust Corporation

Plaintiff(s)

v.

DMRA Law LLC, María A. Domínguez-Victoriano, and Frances Díaz, Insurance Companies A, B, C

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DMRA LAW LLC
Centro Internacional de Mercadeo
Torre 1, Oficina 402
Guaynabo, PR 00968

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alberto G. Estrella, Esq.
Estrella, LLC
PO Box 9023596
San Juan, PR 00902-3596
(787) 977-5050

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Ada I. García Rivera, Esq., CPA
CLERK OF COURT

Date: 05/11/2023

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico



Bancrédito Holding Corporation, derivatively on behalf of nominal defendant, Bancrédito International Bank & Trust Corporation

Plaintiff(s)

v.

DMRA Law LLC, María A. Domínguez-Victoriano, and Frances Díaz, Insurance Companies A, B, C

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) María A. Dominguez-Victoriano Centro Internacional de Mercadeo Torre 1 Oficina 402 Guaynabo, PR 00968

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alberto G. Estrella, Esq. Estrella, LLC PO Box 9023596 San Juan, PR 00902-3596 (787) 977-5050

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Ada I. García Rivera, Esq., CPA CLERK OF COURT

Date: 05/11/2023

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

Bancrédito Holding Corporation, derivatively on behalf of nominal defendant, Bancrédito International Bank & Trust Corporation

Plaintiff(s)

v.

DMRA Law LLC, María A. Domínguez-Victoriano, and Frances Díaz, Insurance Companies A, B, C

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Frances Díaz
625 Camino de la Torre
Sabanera, Dorado PR
00739

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Alberto G. Estrella, Esq.
Estrella LLC
PO Box 9023596
San Juan, PR 00902-3596
(787-977-5050

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Ada I. García Rivera, Esq., CPA
CLERK OF COURT

Date: 05/11/2023

Signature of Clerk or Deputy Clerk

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

**Print**

**Save As...**

**Reset**