

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

**ESTEBAN FIGUEROA ROBLES**

Plaintiff

Vs.

**JORGE DROZ YAPUR**

Defendant

Civil no.:

Re: DAMAGES; COLLECTION OF  
MONIES JURY TRIAL DEMANDED

**COMPLAINT**

**COMES NOW** the plaintiff, through the undersigned attorney, and to the Honorable Court, as their Complaint, do allege and pray as follows:

**JURISDICTION AND VENUE**

- 1) Jurisdiction arises out of 28 U.S. Code § 1332 (a), *et seq.*, inasmuch as the Plaintiff is a *bona fide* resident, and domiciled in the State of New York, and the defendant is resident, and domiciled, in Puerto Rico.
- 2) Inasmuch as the majority of the salient facts alleged in this Complaint, occurred within the District of Puerto Rico, venue is proper therein.

### **THE PARTIES**

- 3) Plaintiff Esteban Figueroa Robles is of legal age, single, artist and resident of the State of New York. His physical residential address is 527 W 150<sup>th</sup> St. Apt.1, New York, N.Y. 10031.
- 4) Defendant Jorge Droz Yapur is of legal age, married, retired and resident of Puerto Rico. His physical residential address is Bosque Lago BH 24 Plaza 16, Encantada, Trujillo Alto, Puerto Rico 00976-6055.

### **THE FACTS**

- A) On June 29, 2016, the parties herein subscribed a Contract of Option to Purchase wherein the defendant herein represented to the plaintiff to be the owner of a property building located at 51 Pelayo Street, Puerta de Tierra, San Juan, Puerto Rico.
- B) The agreed to purchase price was established at One hundred five thousand dollars (\$105,000.00)
- C) In addition, as part of this procedure, plaintiff paid the amount of \$5,000.00 for the purchase option to subsist for 180 days. Thereafter, the same amount

would have to be paid to enlarge the purchase option for an additional 180 days.

The Buyer also has obliged to pay \$1,000.00 a year for property insurance.

D) The parties also agreed for the Buyer, the plaintiff herein, to pay, up to \$4,000.00, for improvements to the building located in the property to be purchased.

E) The Buyer enlarged the purchase option during the years 2017, 2018 and 2019 and the defendant agreed to with this development.

F) Improvements to the property have been made in the approximate amount of \$40,000.00, exceeding, by far, the \$4,000.00 agreed to amount.

G) In each of the aforementioned years, the defendant would approach plaintiff with the property insurance policy, and the latter would pay him the \$1,000.00 annual fee. This practice stopped in 2020 when the defendant rejected the agreed to amount.

H) After the onslaught of Hurricane Maria, FEMA sent an inspector to evaluate the property damages. It was determined that the damages suffered amounted to \$150,000.00.

I) Inasmuch as the plaintiff did not have official title of ownership, FEMA referred him to SBA to obtain a loan. The loan was granted in the amount of

\$150,000.00 with the direct approval of the defendant who ascertained that the option to purchase agreement was in effect.

J) As of September 2019, the plaintiff received the first phase amount of the SBA loan in the amount of \$25,000.00. Thereafter, the rest of the loan has not been disbursed by SBA inasmuch as the defendant, as aforementioned, rejected to accept the \$1,000.00 annual payment for 2020 for the property insurance.

K) Only recently, during the early months of 2020, plaintiff found out that the defendant had misrepresented to him that he was the sole owner of the property and that a State Court case had been filed requesting the naming of a judicial administrator to take care of one of the true owners of the property.

L) An emergency motion to intervene was filed by the herein plaintiff, on March 5, 2020, asking the State Court to take into consideration his position on account of the Option to Purchase agreement.

M) Very surprisingly, the motion was replied, on to by the herein defendant, through counsel, who admitted, in paragraph 9, that

[s]aid option contract is null and, as such, devoid of legal consequences. The appearing party was unable to option Pelayo 51 in favor of Mr. Figueroa Robles or no one. He is not the owner. He is only a co-owner in the inheritance by 25%.

Translated from the Spanish language:

“[d]icho contrato de opción es nulo y por lo tanto carente de consecuencias legales. El Compareciente no podía opcinar Pelayo 51 a favor del Sr. Figueroa Robles o favor de nadie. El no es su dueño. Es únicamente un cotitular hereditario en un 25%.”

N) The motion goes even further when the attorney for the herein defendant even acknowledged, in paragraph 14, that Mr. Figueroa Robles’ only

alternative is to file a cause of action against Mr. Droz Yapur to recover any damages caused by him on account of all of the above. This measure was proposed by the State Court in a Resolution dated October 20, 2020 in response to the filed motion to intervene and the reply filed therein.

### **THE DAMAGES**

O) The extent of the damages suffered by plaintiff is the following:

- \$20,000.00 paid on account of enlargements of time for the Option to Purchase contract to remain effective
- \$4,000.00 paid on account of annual insurance policy
- The approximate amount of \$40,000.00 invested in the property to rehabilitate it after the passing of Hurricane Maria
- \$25,000.00 advanced to plaintiff from the SBA approved loan
- \$100,000.00 caused to plaintiff for damages related to the inability to complete the purchase of the property and establish a

preplanned business endeavor.

- P) The proximate cause of the damages suffered by plaintiff is the false and fraudulent misrepresentation made to him by the defendant, as part of the Option to Purchase contract, to be the full and complete owner of the property located at Pelayo St. 51, Puerta de Tierra, San Juan, P.R. and all the monies paid by him directly to the defendant, the insurance policy, the investment in the property, the SBA advanced amount of the loan and the failure to establish, and run, his preplanned business in the property.
- Q) Punitive damages are also demanded in the amount of **ONE MILLION DOLLARS (\$1,000,000.00)**.

### **THE PRAYER**

**WHEREFORE**, it is respectfully requested from the Honorable Court to enter judgment in favor of plaintiff and against the defendant in the total amount of **ONE HUNDRED EIGHTY NINE DOLLARS (\$189,000.00)**, legal interest computed from the date the Judgment is entered, costs and expenses and a reasonable amount for legal fees as well as punitive damages be imposed.

**JURY TRIAL IS HEREBY DEMANDED.**

In San Juan, Puerto Rico, this 9<sup>th</sup> day of January, 2021

**RESPECTFULLY SUBMITTED**

*/s/ Jose R. Franco Rivera*

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