

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK**

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JONY HEREDIA, as Administrator of the Estate of  
ROSANNA MONTEAGUDO, deceased, and derivatively  
on behalf of LANCO BROKERAGE CORP.,

Plaintiff,

Index No.: 654613/2025

-against-  
JESUS ACOSTA, KENIA TAVAREZ, and LANCO  
BROKERAGE CORP.,

Defendants.  
-----X

**AFFIRMATION OF JONY HEREDIA IN SUPPORT  
OF REQUEST TO DISQUALIFY GUSRAE KAPLAN NUSBAUM PLLC FROM  
REPRESENTING LANCO BROKERAGE CORP.**

I, JONY HEREDIA, affirm the following under penalty of perjury:

1. I am the Plaintiff in the above-captioned action, as Administrator of the Estate of Rosanna Monteagudo, deceased, and derivatively on behalf of Lanco Brokerage Corp. ("LANCO").
2. I submit this affidavit in support of our request that the Court disqualify the law firm of Gusrae Kaplan Nusbaum PLLC ("GKN") from representing LANCO in this matter due to a clear conflict of interest.
3. I have personal knowledge of the facts stated herein, except those stated upon information and belief, and as to those matters, I believe them to be true.

**Background of Relationship with Rosanna Monteagudo**

4. I had a deep and longstanding relationship with my late wife, Rosanna Monteagudo. We were childhood friends from the Dominican Republic, and our romantic relationship began around 2016.
5. Rosanna and I were married in 2018 and remained together until she tragically passed away from cancer on August 31, 2023. She died in my arms.

**Defendants' Control of LANCO and Failure to Share Proceeds**

6. As detailed in my prior affidavit in support of the Order to Show Cause and in the Verified Complaint, Defendants Jesus Acosta and Kenia Tavarez, along with their children, have had complete control over LANCO for over the approximate two years since my wife's passing.
7. During this time, they have failed to pay any portion of LANCO's income to the Estate, including any portion of the proceeds from my wife's \$500,000 life insurance policy.
8. Furthermore, I recently learned that Defendants hired their highly educated children to work for LANCO. These children, both of whom are NYU Stern graduates, appear to have left Wall Street careers and are undoubtedly receiving compensation from LANCO and clearly see greater potential gains from LANCO than from Wall Street.
9. Importantly, these hiring decisions were made without the Estate's knowledge or consent, even though the Estate owned 50% of LANCO, and even though Defendants would neither distribute nor account for the \$500,000 insurance proceeds.
10. In addition to hiring them to work for LANCO, Defendants also elected or appointed them Vice Presidents of LANCO without Plaintiff's knowledge or consent.

**Denial of Access to Books and Records**

15. Even after formally requesting access to LANCO's books and records, Defendants provided only minimal information – a tax return for 2023 and some summary reports.
16. They have consistently left me in the dark about LANCO's income, expenses, and the hiring of family members. These actions do not suggest good faith on their part.

**Conflict of Interest in GKN's Representation**

24. As stated in the Verified Complaint and my prior affidavit, this action includes both direct claims on behalf of the Estate and derivative claims on behalf of LANCO against Defendants Acosta and Tavarez.
25. The derivative claims allege that Defendants Acosta and Tavarez breached their fiduciary duties to LANCO and to me, wasted corporate assets, and engaged in self-dealing, among other allegations, by:
  - a. Refusing to provide full access to corporate books and records;
  - b. Failing to provide me with my share of profits and distributions;
  - c. Using corporate funds for their personal benefit;

- d. Hiring family members without proper corporate approval; and
  - e. Making corporate decisions, such as electing officers, without consulting me as a 50% beneficial owner; and
26. Despite these allegations, GKN has filed a notice of appearance purporting to represent not only Defendants Acosta and Tavaréz but also nominal defendant LANCO. GKN's counsel has explicitly informed my attorneys that they were retained to represent all three defendants.
27. This is a clear and non-waivable conflict of interest because the corporation's interests conflict with those of the individual defendants accused of wrongdoing.
28. This conflict is particularly evident here, where the Complaint alleges that Defendants Acosta and Tavaréz breached their fiduciary duties to LANCO, misused corporate assets, and engaged in self-dealing.
29. If LANCO were properly represented by independent counsel, such independent counsel would be pursuing claims against Acosta and Tavaréz, not defending them.

#### **Lack of Valid Consent**

30. Neither I nor the Estate has consented to GKN's dual representation of LANCO and the individual defendants.
31. As a 50% shareholder of LANCO, I object to this conflicted representation and believe it harms both the company and the Estate's interests.
32. Upon information and belief, any purported consent to this dual representation on behalf of LANCO would have been given solely by the individual defendants themselves, who are accused of wrongdoing against the company.
33. I understand that under applicable ethical rules, such consent would be invalid because it was not given by a disinterested party who could properly act in LANCO's best interests.

#### **Prejudice to LANCO and the Estate**

34. GKN's concurrent representation of both LANCO and the individual defendants is prejudicial to LANCO and, by extension, to all its shareholders, including the Estate.
35. This conflicted representation prevents LANCO from obtaining independent legal advice and pursuing its own claims against the individual defendants for breach of fiduciary duty, corporate waste, and other misconduct.
36. The conflict prevents GKN from zealously representing LANCO's true interests, which would require taking positions adverse to the individual defendants.

37. This prejudice is particularly acute because the individual defendants currently control LANCO and have demonstrated their willingness to act in their own interests at the expense of the company and the Estate.

**Request for Disqualification**

30. Based on the foregoing, I respectfully request that the Court disqualify GKN from representing LANCO in this action due to the clear and non-waivable conflict of interest. LANCO, as a nominal defendant in a derivative action, should have independent counsel whose loyalty is solely to the corporation, not to the individual defendants accused of wrongdoing against the corporation.

I affirm this 30<sup>th</sup> day of September 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

  
Jony Heredia

**AFFIRMATION RELATED TO WORD COUNT**

N.Y. Comp. Codes R. & Regs. tit. 22 § 202.8-b

N.Y. Comp. Codes R. & Regs. tit. 22 § 202.70.17

William A. Garcia, an attorney duly admitted to practice law in the State of New York affirms the following under penalty of perjury that the word count for the within document is 1176 of 7000, inclusive of the cover/caption, table of content, table of authority, signature line, and this affirmation.

Dated: New York, New York  
September 30, 2025

Respectfully Submitted,



William A. Garcia, Esq.  
Garcia & Kalicharan, P.C.  
710 West 190<sup>th</sup> Street, Suite D  
New York, New York 10040  
212-942-1166