

**UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO**

CASE NO.

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**RICARDO BONILLA ROJAS AND
SHADAI YIRE, INC.,**

Defendants.

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff Securities and Exchange Commission alleges:

I. INTRODUCTION

1. The Commission brings this action to enjoin Defendants Ricardo Bonilla Rojas and Shadai Yire, Inc. from violating the registration and anti-fraud provisions of the federal securities laws.

2. From no later than August 2005 until at least February 2009, Rojas, directly and through his company, Shadai Yire, engaged in an offering fraud that, by September 2005 devolved into a Ponzi scheme. All told, Rojas and Shadai raised more than \$7 million from approximately 200 investors in Puerto Rico and the United States.

3. Rojas solicited investments primarily through personal discussions with individuals and presentations to groups, including Evangelical Christian groups and factory workers, where he promised to pay investors 15% to 50% annual returns. Rojas told prospective investors this was a risk-free investment in M & R International Group, Corp., a Shadai Yire subsidiary, which would invest in commodities contracts.

4. Rojas touted a purported long history of successful trading in commodities and gave investors his guarantee their principal contributions were secure. He made numerous misrepresentations and omissions to investors, foremost among them failing to disclose that he did not invest any of the contributions. To hide this from investors, Rojas repaid earlier investors with money collected from new investors in typical Ponzi scheme fashion.

5. Rojas also omitted disclosing that he misappropriated at least \$700,000 of the investors' contributions to support his lifestyle.

6. Through this fraudulent conduct, Rojas and Shadai Yire violated Sections 5(a), 5(c), and 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §§77e(a), (c), and q(a)]; Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §78j(b)] and Exchange Act Rule 10b-5 [17 C.F.R. §240.10b-5]. Rojas also violated Section 15(a)(1) of the Exchange Act [15 U.S.C. §78o(a)(1)].

7. The Commission asks the Court to enter: (1) permanent injunctions restraining and enjoining Rojas and Shadai Yire from violating the federal securities laws; (2) orders directing Rojas and Shadai Yire to disgorge all ill-gotten gains, with prejudgment interest; (3) orders directing Rojas and Shadai Yire to pay civil penalties; and (4) orders directing Rojas and Shadai Yire to submit sworn accountings of all profits or proceeds they received as a result of the courses of conduct alleged in this Complaint.

II. DEFENDANTS AND RELATED ENTITY

A. Defendants

8. Rojas, 53, resides in Arecibo, Puerto Rico. He has been the president and controlling principal of Shadai Yire since April 2001. Rojas has never been registered with the Commission in any capacity.

9. Shadai Yire is a Puerto Rican company Rojas formed in April 2001 with its principal place of business in Arecibo. Shadai Yire is purportedly an international enterprise in the business of global private investments. Shadai has never registered an offering of securities under the Securities Act or a class of securities under the Exchange Act, and has never registered with the Commission in any capacity.

B. Related Entity

10. M&R is a Puerto Rican company and subsidiary of Shadai Yire Rojas formed in October 2004 which purports to be in the business of investing in the commodities markets.

III. JURISDICTION AND VENUE

11. This Court has jurisdiction over this action pursuant to Sections 20(b), (d), and 22(a) of the Securities Act [15 U.S.C. §§ 77t(b), t(d), and v(a)]; and Sections 21(d) and 27 of the Exchange Act [15 U.S.C. §§ 78u(d) and 78aa].

12. The Court has personal jurisdiction over Rojas and Shadai Yire, and venue is proper in the District of Puerto Rico, because many of the Defendants' acts and transactions constituting violations of the Securities Act and the Exchange Act occurred in the District of Puerto Rico. More specifically, Shadai Yire's principal place of business was in Puerto Rico, Rojas solicited investors from Puerto Rico, and Rojas resides in this District.

13. In connection with the conduct alleged in this Complaint, Rojas and Shadai Yire, directly and indirectly, singly or in concert with others, made use of the means or instrumentalities of interstate commerce, the means or instruments of transportation and communication in interstate commerce, and the mails.

IV. THE DEFENDANTS' FRAUDULENT INVESTMENT SCHEME

A. The Defendants' Offer And Sale of Securities

14. From no later than August 2005 until at least February 2009, Rojas, directly and through Shadai Yire, offered and sold securities in the form of investment contracts in Shadai Yire.

15. No registration statement has been filed or was in effect with the Commission in connection with the securities offered by Shadai Yire, nor is Shadai Yire entitled to any registration exemption.

16. Rojas actively solicited investors and marketed the investment primarily through personal discussions with individuals, in person and during telephone conversations, and through presentations to groups, including Evangelical Christian groups and factory workers in Puerto Rico.

17. Beginning no later than September 2005 until at least December 2007, Rojas also hired sales agents to solicit investors. Rojas used at least two entities and one individual as sales agents, and paid these sales agents commissions based on a percentage of the investor funds they raised.

18. Rojas and his sales agents told prospective investors Shadai Yire would invest their contributions in Shadai Yire and M&R, a company that invested in commodity contracts.

19. Rojas and his sales agents also told investors he would generate profits based on a long history of successful trading in the commodities markets. Investors had no involvement in making investment or trading decisions, or in the day-to-day operations of Shadai Yire or M&R.

20. Rojas and his sales agents pitched the investment opportunity to individuals as a risk-free way to earn high returns in a short period of time.

21. Rojas and his sales agents provided investors virtually no information about Shadai Yire or M&R, but promised investors their principal would be secure. Rojas also promised investors 15% to 50% returns after investment cycles of 60 days to 13 months.

22. Rojas also made these promises to investors in an agreement entitled "Joint Venture Contract," which Rojas entered into on behalf of Shadai Yire with investors. According to this agreement, Rojas and Shadai Yire promised investors Shadai Yire would invest their contributions, investors would earn returns of up to 50%, and investors' principal contributions were "100% guaranteed."

23. Shadai Yire also distributed a "Partnership Proposal" to prospective investors. This document touted Shadi Yire's purported expertise in commodities and promised investors their principal contributions were guaranteed.

24. From no later than August 2005 until at least February 2009, Rojas collected investors' contributions via checks and wire transfers and pooled these funds by depositing them into Shadai Yire and M&R's bank accounts, which Rojas controlled.

25. In September 2005, Rojas began using investors' funds to pay earlier investors their purported returns. From September 2005 until December 2008, Rojas used at least \$4 million of investors' funds to pay earlier investors their contributions in Ponzi scheme fashion.

26. No later than in October 2005, Rojas began misappropriating investors' funds for his own use. From that time until January 2009, Rojas misappropriated at least \$700,000 of investors' funds.

27. Rojas and Shadai Yire raised more than \$7 million from approximately 200 investors in Puerto Rico and the United States, including North Carolina, Florida, and New York. Some of these investors were unaccredited and unsophisticated.

**B. Material Misrepresentations And Omissions To Investors
And The Misappropriation Of Investors' Funds**

28. In connection with soliciting investments in Shadai Yire and M&R, Rojas and Shadai Yire made numerous material misrepresentations and omissions regarding, among other things: (i) the rates of return; (ii) the safety of the principal; (iii) sources of returns; (iv) investor account balances; and (v) the use of investor funds.

**i. Rojas And Shadai Yire Lured Investors With False Promises
Of Guaranteed Rates Of Return**

29. To lure investors, Rojas promised to pay them up to 15% to 50% returns after investment cycles of 60 days to 13 months. Rojas had no reasonable basis for making these promises because he never invested any of the investors' contributions.

30. By September 2005, Rojas was using investors' funds to pay earlier investors their purported returns. By October 2005, Rojas was misappropriating investors' funds to support his lifestyle. Nonetheless, Rojas continued promising investors returns of up to 50%.

31. Rojas promised these returns orally and, in some instances, in writing.

32. For example, in approximately April 2008, Rojas visited a potential investor at her home in Costa Norte, Puerto Rico. Rojas promised the investor a 40% return on a three-month investment, and the investor contributed \$30,000.

33. Rojas lacked any reasonable basis for making this promise. He had not invested any investors' contributions. He had already misappropriated approximately \$650,000 in investors' contributions and had used approximately \$3.6 million to pay earlier investors their purported returns.

34. Rojas also promised investors rates of return in written agreements. For example, on July 31, 2007, Rojas, on behalf of Shadai Yire, entered into a Joint Venture Contract with a

pastor who resides in North Carolina. In this document, Rojas promised the pastor returns of up to 30%. However, Rojas was not investing any investor contributions when he executed this document. Instead, he was only misappropriating funds and using the remainder to pay earlier investors their purported returns or pay commissions to his sales agents.

ii. Rojas And Shadai Yire Misrepresented The Safety Of The Investment

35. From no later than January 16, 2006 until at least February 29, 2008, Rojas and Shadai Yire lured investors by promising them their principal contributions in Shadai Yire and M&R would be secure.

36. When Rojas and Shadai Yire began making these promises in approximately August 2005, Rojas was already using investor contributions to pay earlier investors their purported returns. By October 2005, Rojas was misappropriating investor contributions to support his lifestyle.

37. Nonetheless, Rojas and Shadai Yire continued to promise investors their contributions were secure. For example, on July 31, 2007, Rojas, on behalf of Shadai Yire, executed a Joint Venture Contract with an investor in which Shadai Yire promised the investor his principal contribution was "100% Guaranteed." The investor invested \$10,000.

38. By April 2008, Rojas had misappropriated approximately \$650,000 of the investor contribution for his personal use, and had used approximately \$3.6 million of investors' contributions to pay earlier investors their purported returns.

39. Nonetheless, Rojas and Shadai Yire continued to promise investors their contributions were secure. For example, in April 2008, Rojas, on behalf of Shadai Yire, lured an investor with oral assurances that, among other things, he would receive his principal contribution back in three months. In addition, Rojas, on behalf of Shadai Yire, executed a Joint

Venture Contract with the investor in which Shadai Yire promised the investor his principal contribution was “100% Guaranteed.” The investor invested \$30,000.

iii. Rojas Misrepresented The Source Of Investors’ Purported Returns

40. Rojas failed to disclose that he never invested any of the investors’ contributions and instead misappropriated them for his own use, used them to pay his sales agents, and used them to pay earlier investors their purported returns.

41. From no later than September 2005 until December 2008, Rojas paid purported investment returns of at least \$4 million to investors from other investors’ contributions in typical Ponzi scheme fashion. Rojas falsely told investors this money was their profits from the investment with Shadai Yire and its subsidiary, M&R.

iv. To Hide Investor Losses, Rojas Sent Investors False Account Statements

42. From no later than January 16, 2006 until at least February 29, 2008, Rojas, on behalf of Shadi Yire, sent investors false account statements. These statements contained account balances showing investors’ principal contributions and the accumulated returns he had promised. However, there were no investment returns when Rojas sent these account balances because he had failed to invest any of the investors’ contributions. Rather than any returns, there was only the loss of funds due to Rojas’ misappropriation and Ponzi scheme payments.

43. For example, Shadai Yire sent an investor an account statement for the period August 31, 2007 to October 31, 2007, showing the investor had gained \$3,225 on his \$10,000 investment. In truth, there were only losses because Rojas and Shadai Yire failed to invest any investor contributions.

v. Rojas Misrepresented How He Would Use Investors' Funds

44. Rojas told investors he would invest their contributions in M&R, which would purchase commodities contracts.

45. In reality, Rojas did not invest any investor funds. Rojas used approximately \$700,000 of investors' contributions to support his lifestyle and approximately \$4 million to pay purported investment returns to investors.

46. By October 2008, there were virtually no funds left in Shadai Yire bank accounts because Rojas misappropriated investor contributions, fraudulently paid investor contributions as purported investment returns to conceal his scheme, and spent the remainder of investors' money to pay his team of sales agents to solicit new investors.

V. CLAIMS FOR RELIEF

COUNT I

Sale of Unregistered Securities in Violation of Sections 5(a) and 5(c) of the Securities Act Against Rojas And Shadai Yire

47. The Commission repeats and realleges paragraphs 2-4, 8-10, and 14-27 of this Complaint as if fully restated herein.

48. No registration statement was filed or in effect with the Commission pursuant to the Securities Act and no exemption from registration exists with respect to the securities and transactions described in this Complaint.

49. From no later than August 2005 until at least February 2009, Rojas and Shadai Yire, directly or indirectly: (a) made use of the means or instruments of transportation or communication in interstate commerce or of the mails to sell securities, through the use or medium of a prospectus or otherwise; (b) carried securities or caused such securities to be carried through the mails or in interstate commerce, by any means or instruments of transportation, for

the purpose of sale or delivery after sale; and (c) made use of the means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use or medium of any prospectus or otherwise, without a registration statement having been filed or being in effect with the Commission as to such securities.

50. By reason of the foregoing, the Defendants directly or indirectly violated, and, unless enjoined, are reasonably likely to continue to violate, Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§ 77e(a) and 77e(c)].

COUNT II

Fraud In Violation of Section 10(b) and Rule 10b-5 of the Exchange Act Against Rojas And Shadai Yire

51. The Commission repeats and realleges paragraphs 1 through 46 of this Complaint as if fully restated herein.

52. From no later than August 2005 until February 2009, Rojas and Shadai Yire, directly or indirectly, by use of the means and instrumentalities of interstate commerce, and of the mails in connection with the purchase or sale of securities, knowingly, willfully or recklessly: (a) employed devices, schemes or artifices to defraud; (b) made untrue statements of material facts and omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or (c) engaged in acts, practices and courses of business which have operated, are now operating and will operate as a fraud upon the purchasers of such securities.

53. By reason of the foregoing, the Defendants directly or indirectly violated, and, unless enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5 [17 C.F.R. § 240.10b-5].

COUNT III

**Fraud in the Offer or Sale of Securities in Violation of Section 17(a)(1) of the Securities Act
Against Rojas And Shadai Yire**

54. The Commission repeats and realleges paragraphs 1 through 46 of this Complaint as if fully restated herein.

55. From no later than August 2005 until February 2009, Rojas and Shadai Yire, directly or indirectly, by use of the means or instruments of transportation or communication in interstate commerce and by use of the mails, in the offer or sale of securities, knowingly, willfully or recklessly employed devices, schemes or artifices to defraud.

56. By reason of the foregoing, Rojas and Shadai directly or indirectly violated, and, unless enjoined, are reasonably likely to continue to violate, Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)(1)].

COUNT IV

**Fraud in the Offer or Sale of Securities in
Violation of Sections 17(a)(2) and (3) of the Securities Act
Against Rojas And Shadai Yire**

57. The Commission repeats and realleges paragraphs 1 through 46 of this Complaint as if fully restated herein.

58. From no later than August 2005 until February 2009, Rojas and Shadai Yire, directly or indirectly, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce, or of the mails: (a) obtained money or property by means of untrue statements of material fact or by omitting to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or (b) engaged in transactions, practices or courses of business which operated or would operate as a fraud or deceit upon the purchasers of such securities.

59. By reason of the foregoing, Rojas and Shadai directly or indirectly violated, and, unless enjoined, are reasonably likely to continue to violate, Sections 17(a)(2) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(2) and (3)].

COUNT V

Unregistered Broker-Dealer Conduct in Violation of Section 15(a)(1) of the Exchange Act

60. The Commission repeats and realleges paragraphs 1 through 10 and 14 through 27 of this Complaint as if fully restated herein.

61. From no later than September 2005 until at least December 2007, Rojas, directly and indirectly by the use of the means and instrumentalities of interstate commerce, while acting as a broker or dealer engaged in the business of effecting transactions in securities for the accounts of others, effected transactions in securities, or induced or attempted to induce the purchase and sale of securities, without registering as a broker-dealer in accordance with Section 15(b) of the Exchange Act, 15 U.S.C. § 78o(b).

62. By reason of the foregoing, Rojas, directly or indirectly, violated and, unless enjoined, will continue to violate Section 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)].

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that the Court:

I.

Declaratory Relief

Declare, determine, and find that the Defendants have committed the violations of the federal securities laws alleged in this Complaint.

II.

Permanent Injunctive Relief

Issue Permanent Injunctions, enjoining the Defendants, their agents, servants, employees, attorneys, representatives, and all persons in active concert or participation with them, and each of them, from directly or indirectly violating: (1) Sections 5(a) and 5(c) of the Securities Act; (2) Section 17(a)(1) of the Securities Act; (3) Sections 17(a)(2) and 17(a)(3) of the Securities Act; and (4) Section 10(b) and Rule 10b-5 of the Exchange Act; and (5) as to Rojas, Section 15(a)(1) of the Exchange Act.

III.

Disgorgement

Issue an Order directing the Defendants to disgorge all ill-gotten gains, including prejudgment interest, resulting from the acts or courses of conduct alleged in this Complaint.

IV.

Penalties

Issue an Order directing the Defendants to pay civil money penalties pursuant to Section 20(d) of the Securities Act, [15 U.S.C. § 77t(d)] and Section 21(d) of the Exchange Act, [15 U.S.C. §78(d)(3)].

V.

Further Relief

Grant such other and further relief as may be necessary and appropriate.

VI.

Retention of Jurisdiction

Further, the Commission respectfully requests that the Court retain jurisdiction over this action in order to implement and carry out the terms of all orders and decrees that it may enter, or to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of this Court.

Respectfully submitted,

August 21, 2012

By:



Amie Riggle Berlin, Esq.

Senior Trial Counsel

Puerto Rico Government Attorney No. G01511

Direct Dial: (305) 982-6322

E-mail: berlina@sec.gov

Attorney for Plaintiff

**SECURITIES AND EXCHANGE
COMMISSION**

801 Brickell Avenue, Suite 1800

Miami, Florida 33131

Telephone: (305) 982-6300

Facsimile: (305) 536-4154

JS 44 (Rev. 09/11)

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

SECURITIES AND EXCHANGE COMMISSION

DEFENDANTS

RICARDO BONILLA ROJAS AND SHADAI YIRE, INC.

(b) County of Residence of First Listed Plaintiff _____

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant _____

(IN U.S. PLAINTIFF CASES ONLY)

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

(c) Attorneys (Firm Name, Address, and Telephone Number)

Amie Riggle Berlin, 801 Brickell Avenue, Suite 1800
Miami, FL 33131, 305-982-6391

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

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 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

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
 15USC §77e(a),(c) and 77q(a); 15 USC § 78j(b); 17 CFR § 240.10b-5 and 15 USC §78o(a)(1)

Brief description of cause:
 Securities Fraud

VII. REQUESTED IN COMPLAINT:

- CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23
- DEMAND \$** _____
- CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE Francisco A. Besosa DOCKET NUMBER Crim 12-633(FAB)

DATE

8-21-12

SIGNATURE OF ATTORNEY OF RECORD

[Handwritten Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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).

Criminal Case Nbr. 12-633(FAB)

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:

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

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

SECURITIES AND EXCHANGE COMMISSION

Plaintiff(s)

v.

SHADAI YIRE

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Ricardo Bonilla Rojas
Barrio Carrizales, Sector Palma Gorda
Carretera Sec Quinto Soto
Hatillo, PR 00659

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: Amie Riggle Berlin, Esq. Securities and Exchange Commission 801 Brickell Avenue, Suite 1800 Miami, Florida 33131

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

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

UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

SECURITIES AND EXCHANGE COMMISSION

Plaintiff(s)

v.

SHADAI YIRE

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Shadai Yire, Inc.
Urb. Vista Azul D-13 Calle 2
Arecibo, PR 00612-2538

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: Amie Riggle Berlin, Esq. Securities and Exchange Commission 801 Brickell Avenue, Suite 1800 Miami, Florida 33131

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.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk