

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

Maria Cirino v. Kenneth J. Horgan and Kevin Scott Bente

Cirino · No. Civil No. 25-1097 (GMM) · Decided January 14, 2026

SUMMARY

The United States District Court for the District of Puerto Rico resolves several motions in a dispute concerning ownership, management, and the proposed sale of the Pilgrim House Hotel. The court grants Maria Cirino’s motion to dismiss the defendants’ counterclaims, denies motions to strike and to deem her partial-summary-judgment motion unopposed, notes an urgent informative motion, and denies partial summary judgment. The counterclaims involved alleged defamation, tortious interference with contractual relationships, and attorneys’ fees and costs.

CASE DETAILS

COURT	United States District Court for the District of Puerto Rico
WRITING FOR THE COURT	Gina R. Méndez-Miró
JURISDICTION	United States District Court for the District of Puerto Rico
DECIDED	January 14, 2026
DOCKET	Civil No. 25-1097 (GMM)
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved to dismiss defendants' amended counterclaims under Federal Rules of Civil Procedure 12(b)(6) and 12(b)(7), and both parties filed motions concerning an urgent informative motion, partial summary judgment, and related briefing. The district court granted the motion to dismiss, denied the motions to strike and the request to deem the summary-judgment motion unopposed, noted the urgent informative motion, and denied partial summary judgment and declaratory relief.
STANDARD OF REVIEW	Under Rule 12(b)(6), the court accepts well-pleaded facts as true, draws reasonable inferences in the nonmovant's favor, and asks whether the pleading states a facially plausible claim. Under Rule 12(b)(7), the court applies the three-step Rule 19 inquiry concerning necessity, feasibility of joinder, and indispensability. Under Rule 56, summary judgment is proper only when no genuine dispute of material fact exists and the movant is entitled to judgment as a matter of law;

an untimely opposition does not automatically require judgment for the movant.

PRECEDENTIAL VALUE

Unknown

TOPICS

motions to dismiss

summary judgment

declaratory judgment

civil procedure

contracts

PRACTICE AREAS

civil procedure

contracts

commercial litigation

torts

remedies

real estate

QUESTIONS PRESENTED

1. Whether defendants plausibly pleaded tortious interference with contractual relationships under Puerto Rico law.
2. Whether defendants plausibly pleaded defamation under Puerto Rico law and Rule 12(b)(6).
3. Whether attorneys' fees and costs may be maintained as an independent counterclaim.
4. Whether the court needed to decide defendants' Rule 12(b)(7) failure-to-join argument after dismissing all counterclaims.
5. Whether plaintiff was entitled to partial summary judgment or declaratory relief concerning her authority over the hotel sale and a five-percent ownership transfer.

HOLDINGS

1. The counterclaim failed under Rule 12(b)(6) because defendants did not plausibly allege both the existence of fixed-term contracts with the performers and that Cirino was a third party to those contracts.
2. The defamation counterclaim failed under Rule 12(b)(6) because defendants did not adequately allege that Cirino personally made a specific false statement concerning the defendants and causing them legally cognizable damage.
3. The standalone counterclaim for attorneys' fees and costs was properly dismissed because a request for attorneys' fees is generally a remedy rather than an independent cause of action.
4. Partial summary judgment was denied because the Advance Agreement's meaning and the parties' compliance with its conditions presented genuine disputes of material fact, and the undeveloped record was insufficient to resolve the declaratory requests.

KEY QUOTATIONS

“Existence of a contract for a fixed period of time is indispensable.” (Section IV.A)

“Generally speaking, a request for attorneys’ fees is not an independent cause of action, but is rather a remedy that the Court may award in its discretion.” (Section IV.C)

“Full decision-making authority” suggests totality over the sale of Pilgrim House, but the narrowing to “valuation, timing and strategy” might exclude certain aspects of the sale.” (Section VI)

FACTUAL BACKGROUND

The parties jointly owned and operated the Pilgrim House Hotel in Provincetown, Massachusetts, with Maria Cirino, Kenneth Horgan, Kevin Scott Bente, and Elizabeth Barbeau each holding a 25 percent interest. In February 2023, Cirino, Horgan, and Bente executed an Advance Agreement addressing loans, Employee Retention Credit proceeds, past-due hotel payments, Cirino's authority concerning a potential hotel sale, and a possible transfer of five percent of defendants' hotel interests. After disputes arose concerning the agreement, Cirino sought to sell the hotel and filed this action when defendants refused. Defendants asserted counterclaims based on alleged statements by Cirino and alleged interference with entertainment contracts.

PROCEDURAL HISTORY

Plaintiff filed this diversity action seeking declaratory and monetary relief concerning the parties' Advance Agreement and control over the sale of the Pilgrim House Hotel. Defendants answered and asserted counterclaims for tortious interference with contractual relationships, defamation, and attorneys' fees and costs. Before discovery or a Rule 26(f) conference, plaintiff moved to dismiss the counterclaims and sought partial summary judgment; the court resolved all pending motions in this Opinion and Order.

DISPOSITION

other

CASES CITED

- Kokkonen v. Guardian Life Insurance Co. of America, 511 U.S. 375, 377 (1994)
- Bonas v. Town of North Smithfield, 265 F.3d 69, 73 (1st Cir. 2001)
- Twum-Baah v. Department of Agriculture, 299 F. Supp. 3d 369, 372 (D.P.R. 2018)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555, 570 (2007)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Zenon v. Guzman, 924 F.3d 611, 616 (1st Cir. 2019)
- Gagliardi v. Sullivan, 513 F.3d 301, 305 (1st Cir. 2008)
- LaChapelle v. Berkshire Life Insurance, 142 F.3d 507, 508 (1st Cir. 1998)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249 (1986)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322-25 (1986)
- Méndez v. Banco Popular de Puerto Rico, 900 F.2d 4, 6-7 (1st Cir. 1990)
- Kowalski v. Gagne, 914 F.2d 299, 305 (1st Cir. 1990)
- Velez v. Awning Windows, Inc., 375 F.3d 35, 39, 42 (1st Cir. 2004)
- A.M. Capen's Co., Inc. v. American Trading & Production Corp., 202 F.3d 469, 474 (1st Cir. 2000)
- Dolphin International of Puerto Rico v. Ryder Truck Lines, 127 P.R. Dec. 869, 882-83 (P.R. 1991)

- *Jusino Figueroa v. Walgreens of San Patricio Inc.*, 155 D.P.R. 560, 587-88 (2001)
- *Rojas-Buscaglia v. Taburno-Vasarhelyi*, 199 F. Supp. 3d 520, 536 (D.P.R. 2016), *aff'd*, 897 F.3d 15 (1st Cir. 2018)
- *Refuse & Environmental Systems, Inc. v. Industrial Services of America, Inc.*, 932 F.2d 37, 40 (1st Cir. 1991)
- *Milkovich v. Lorain Journal Co.*, 497 U.S. 1, 20-21 (1990)
- *Ayala-Gerena v. Bristol Myers-Squibb Co.*, 95 F.3d 86, 98 (1st Cir. 1996)
- *Wilton v. Seven Falls Co.*, 515 U.S. 277, 286, 289 (1995)
- *Pérez-Pérez v. Hospital Episcopal San Lucas, Inc.*, 113 F.4th 1, 7 (1st Cir. 2024)
- *Holsum de Puerto Rico, Inc. v. ITW Food Equipment Group LLC*, 116 F.4th 59, 67 (1st Cir. 2024)
- *Borschow Hospital & Medical Supplies, Inc. v. Cesar Castillo Inc.*, 96 F.3d 10, 16 (1st Cir. 1996)
- *Ramirez, Segal & Latimer v. Rojo Rigual*, 123 D.P.R. 161, 174 (1989)