

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

ALMARIS ALONSO and ALBIN ALONSO,
Plaintiffs,

vs.

LUZ DE ESPERANZA HOME CARE INC.;
CASA MARIE, HOGAR GERIATRICO, INC.
d/b/a CENTRO CASA MARIE de ARECIBO;
DR. ALBERTO ABREU RIVERA, SIMED,
ABREU-DOE CONJUGAL PARTNERSHIP,
DOES I-X, and ABC INSURANCE
COMPANIES,

Defendants.

CIVIL NO. 13- 1163 ()

MEDICAL MALPRACTICE

Article 1802 and 1803

TRIAL BY JURY DEMANDED

COMPLAINT

TO THE HONORABLE COURT:

APPEAR NOW the Plaintiffs in this action, through the undersigned attorneys, and respectfully state, allege and pray as follows:

JURISDICTIONAL BASIS & VENUE

1. Plaintiffs Almaris Alonso and Albin Alonso are citizens of, domiciled in, and reside in the state of Massachusetts and Arizona respectively.
2. Defendants are citizens of, domiciled in, incorporated in or with their principle place of business in Puerto Rico or a state other than Massachusetts or Arizona.
3. The matter in controversy exceeds the sum of Seventy Five Thousand Dollars (\$75,000), exclusive of interest and costs, vesting jurisdiction on this Honorable Court pursuant to

28 U.S.C. § 1332.

4. Venue is proper in the District of Puerto Rico pursuant to 28 U.S.C. §1391 since the events or omissions giving rise to this claim occurred in this district.

THE PARTIES

5. Plaintiffs Amaris Alonso and Albin Alonso are the daughter and son of Balbino Alonso Reyes.
6. Defendant Luz de Esperanza Home Care, Inc. (hereinafter referred to as “LEHC”) is a corporation organized and operated under the laws of the Commonwealth of Puerto Rico with its principal office in Puerto Rico which provides nursing care and medical services to the public, including individuals at the nursing home operated by Casa Marie, Hogar Geriatrico, Inc. in Arecibo, Puerto Rico.
7. Defendant Casa Marie, Hogar Geriatrico, Inc. (hereinafter “Casa Marie”) does business as Centro Casa Marie de Arecibo and is a corporation organized and operated under the laws of the of the Commonwealth of Puerto Rico with its principal office in Puerto Rico which owns, operates, and/or manages a nursing home facility for elderly individuals in Arecibo, Puerto Rico.
8. Defendant Casa Marie is in charge of providing adequate care to its elderly residents, either directly or indirectly through service providers.
9. Defendant LEHC was a service provider to Casa Marie during the pertinent time period.
10. Defendant Dr. Alberto Abreu Rivera (hereinafter “Dr. Abreu”) is a citizen of Puerto Rico and a physician who is employed or contracted by LEHC to provide medical treatment to patients or individuals at Casa Marie and the physician who provided negligent medical care to Balbino Alonso.

11. Defendant Conjugal Partnership Abreu-Doe is a conjugal partnership comprised of Dr. Abreu and his wife, an unknown individual, Jane Doe.
12. Upon information and belief, Dr. Abreu and/or other defendants, are insured by SIMED for their negligent acts or omissions giving rise to this Complaint.
13. Defendant Sindicato de Aseguradores Para La Suscripcion Conjunta de Seguro de Responsabilidad Profesional Medic-Hospitalaria (hereinafter, "SIMED") is the insurance carrier who issued a professional liability policy or other applicable insurance policy in favor of Defendant Abreu and/or unknown joint tortfeasors and is deemed a deemed a citizen of the state of its insured pursuant to 28 U.S.C. §1332(c)(1).
14. Defendants Does I-X, fictitiously named herein to be later replaced by the action name which may become known through further discovery in this litigation, which are individuals, business entities and/or corporations who are citizens of Puerto Rico or a state other than Massachusetts or Arizona, who caused and/or contributed through their own acts or omissions or the acts or omissions of the employees, agents, or assignees in violation of 31 L.P.R.A. §5141 and/or 31 L.P.R.A. §5142 to the damages caused to Plaintiffs in this case, for which they are jointly and severally liable to Plaintiffs.
15. Defendants ABC Insurance Companies, fictitiously named herein to be later replaced by their actual name which may become known through further discovery in this litigation, which issued insurance policies to one or more of the Defendants.

GENERAL ALLEGATIONS

16. On or about February 2012, Balbino Alonso Reyes began living at Casa Marie where he received room and board as well as medical care for his diabetes and beginning signs of senility.

17. In early March 2012, while under the care of Casa Marie, Mr. Balbino Alonso began to develop pressure sores in the heels of his feet.
18. Mr. Balbino Alonso's sores were not adequately treated by the personnel at Casa Marie, the nursing personnel of LEHC or, the physician in charge Balbino's treatment, Dr. Abreu.
19. Balbino was improperly administered hydrogel for his pressure sores which had exude, defined borders and loss of skin thickness.
20. The sores on Balbino's heels continued to grow and become deeper and infected.
21. Although the family would visit Balbino, his feet were bandaged and the sores were covered.
22. Due to the bandages, the family did not realize the extent of the infections.
23. On several occasions, calls were made by LEHC or Casa Marie to Dr. Abreu regarding Balbino's medical treatment.
24. Dr. Abreu failed to return the calls or adequately examine and/or treat Balbino's infections, pressure sores, and medical condition.
25. Casa Marie and LEHC failed to take the necessary steps to either locate and communicate with Dr. Abreu or consult with another physician.
26. Eventually the family members realized the extent of sores and brought them to the attention of personnel at Casa Marie who indicated that they were being treated by LEHC personnel and Dr. Abreu.
27. On April 23, 2012, Plaintiffs' sister Myriam visited Balbino and found him extremely sad and confused.
28. Myriam also noticed a putrid smell coming from the bandages surrounding Balbino's

feet.

29. On April 24, 2012, Balbino was found by Myriam to be unresponsive and was taken by ambulance to Dr. Susoni Hospital in Arecibo.
30. At the hospital, Balbino is diagnosed with osteomyelitis.
31. Balbino's heel pressure sores had become so infected that it had spread to the bone and rest of his body.
32. Despite hospital and medical care for weeks, Balbino's condition deteriorated and he eventually died two weeks later on May 7, 2012.
33. Instead of performing the necessary wound care and treatment to avoid the pressure sores, defendants applied inadequate topical solutions.
34. Defendants failed to adequately monitor and care for the wound in the heels of Balbino, thereby allowing them to become terribly infected.
35. No topical or other antibiotics were timely administered to Balbino, instead his wounds were allowed to fester day after day, week after week.
36. At the hospital, Balbino's family became aware of the seriousness of the condition when they eventually saw the magnitude of the wounds at the hospital.
37. Defendants failed to timely intervene or otherwise provide adequate or appropriate treatment causing Mr. Balbino Alonso to languish at the nursing home and to eventually die.
38. As a direct result of Defendants' negligence and failure to properly provide Mr. Balbino Alonso, plaintiffs have lost their father.
39. Plaintiffs have suffered physical, emotional, mental and economic damages a direct result of Defendants' negligence and/or the negligence of their employees, agents, or

assignees.

FIRST CAUSE OF ACTION -

NEGLIGENCE OF LUZ DE ESPERANZA AND ITS PERSONNEL

40. The allegations contained above are incorporated by reference as if again fully set forth herein.
41. Defendant LEHC, through the acts or omissions of its employees, personnel, nurses, doctors, agents, sub-contractors, or assignees, caused damage to Plaintiffs through fault or negligence in violation of 31 L.P.R.A. §5141 and/or 31 L.P.R.A. §5142.
42. Defendant LEHC provides nursing and/or medical care to elderly residents of Casa Marie.
43. Defendant LEHC, at the relevant times of this Complaint, operated or contracted to provide medical treatment to Casa Marie, including to provide treatment to Balbino and his pressure ulcers.
44. Defendant LEHC contracted, employed, or arranged for Dr. Abreu to provide medical evaluations and treatment to patients at Casa Marie, including to Balbino Alonso, during the times pertinent to this Complaint.
45. Defendant LEHC has established policies, procedures and/or requirements for the provision of the nursing/medical treatment for elderly patients.
46. Defendant LEHC supplies doctors, nurses, clerical, administrative, and technical personnel to treat the elderly at Casa Marie.
47. Defendant LEHC derives revenue from the services it provides the elderly.
48. Defendant LEHC is liable for medical/nursing malpractice caused by the personnel it hires to provide services to the elderly.

49. Defendant LEHC owed a duty to Plaintiffs to provide nurses, doctors, facilities, staffing, treatment and medical care consistent with the medical standards that satisfy the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching.
50. The treatment offered by LEHC, through its personnel, nurses, employees, doctors, agents and assignees, to Balbino Alonso was below the medical standard that satisfies the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching, and as such directly caused and/or contributed to causing Balbino's death and the injuries to plaintiffs, as described herein.
51. Defendant LEHC, through its personnel, nurses, employees, doctors, agents and assignees, failed to exercise the care and precautions required under the circumstances in order to prevent the damage and injuries to Plaintiffs, lacked the required knowledge and medical/nursing skill, failed to timely have available the personnel and equipment necessary to avoid the injuries and subsequent injuries to Plaintiffs.
52. Defendant LEHC, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to initiate timely and appropriate therapeutic treatments required to prevent the pressure sores from becoming infected and the ensuing osteomyelitis and sepsis.
53. Defendant LEHC, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to recognize the serious nature of the Balbino's condition.
54. Defendant LEHC, through its personnel, nurses, employees, doctors, agents and assignees, negligently and carelessly failed to timely treat or refer Mr. Balbino Alonso for evaluation, consultation and intervention to qualified physicians.

55. Defendant LEHC, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to contact and communicate the urgency and deteriorating condition of Balbino Alonso with appropriate consultants on a timely basis.
56. Defendant LEHC, through its personnel, nurses, employees, doctors, agents and assignees, failed to ensure proper and timely nursing and medical services were made available to Balbino Alonso.
57. At all times herein pertinent, Defendant LEHC, through its executives, directors, personnel, nurses, employees, doctors, agents and assignees were negligent in failing to provide the proper medical attention to Balbino Alonso, in failing to provide the proper supervision or management of Defendants Dr. Abreu, as well as the medical personnel it employs, and otherwise failing to exercise due care and caution to prevent the tortious conduct and injuries to Plaintiffs.
58. Defendant LEHC, through its personnel, nurses, employees, doctors, agents and assignees, offered medical services to patients, but failed to staff its operation with the medical personnel necessary to timely, appropriately, and safely treat its patients and ensure appropriate and timely treatment.
59. In so doing, Defendant LEHC, through its personnel, nurses, employees, doctors, agents and assignees, misled those who sought full medical treatment into thinking that they would be appropriately treated.
60. As a direct and proximate cause of Defendant LEHC's acts or omissions, through its personnel, nurses, employees, doctors, agents and assignees, including its failure to properly treat Mr. Balbino Alonso, Plaintiffs lost their father and sustained damages, including mental, emotional, and economic damages, as described below.

61. Pursuant to 31 L.P.R.A. §5142, Defendant LEHC is liable for the negligent acts or omissions of its personnel, agents, and employees including Dr. Abreu, as described herein.

SECOND CAUSE OF ACTION - NEGLIGENCE OF DR. ABREU

62. The allegations contained above are incorporated by reference as if again fully set forth herein.

63. Defendants Dr. Abreu and/or other unknown joint tortfeasors, through their acts or omissions, caused damage to Plaintiffs through fault or negligence in violation of 31 L.P.R.A. §5141 and/or 31 L.P.R.A. §5142.

64. Defendants Dr. Abreu and/or other unknown joint tortfeasors owed a duty to Plaintiffs to provide medical care and treatment consistent with the medical standards that satisfy the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching.

65. Defendants Dr. Abreu and/or other unknown joint tortfeasors' treatment of Balbino Alonso was below the medical standard that satisfies the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching, and as such directly caused and/or contributed to causing Plaintiffs the injuries as described herein.

66. At the time of the incidents giving rise to this Complaint, Defendant Dr. Abreu was the treating physician assigned by LEHC and/or Casa Marie to treat Balbino Alonso while he was admitted to the nursing home.

67. Defendant Dr. Abreu negligently and carelessly failed to properly and timely intervene, examine, treat and monitor Balbino Alonso's medical condition.

68. Defendant Dr. Abreu negligently and carelessly failed to provide Balbino Alonso with prompt attention and medical care despite the fact that Mr. Balbino Alonso had developed serious pressure ulcers eventually requiring emergency intervention.
69. Defendant Dr. Abreu negligently and carelessly failed to provide Balbino Alonso with the necessary medical care to prevent worsening of the infection and resulting in osteomyelitis and sepsis.
70. Defendant Dr. Abreu negligently and carelessly failed to ensure that another physician intervened with Balbino, which was his duty as treating physician, if he was unable to timely treat Balbino.
71. Defendants Dr. Abreu, and/or other potentially unknown joint tortfeasors failed to exercise reasonable care and skill commensurate with the standard of care practiced in the medical profession at that time and under like and similar circumstances when he failed to appropriately intervene, examine and treat Mr. Balbino Alonso.
72. In so doing, Defendants Dr. Abreu and/or other potential unknown joint tortfeasors, committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the injuries and damages suffered by Plaintiffs, particularly for the suffering and death of Mr. Balbino Alonso, as detailed herein.
73. As a direct and proximate cause of Defendants Dr. Abreu and/or other potentially unknown joint tortfeasors' acts or omissions, including their failure to properly and timely treat Mr. Balbino Alonso, Plaintiffs sustained damages, including emotional, mental, physical and economic damages, as described below.

THIRD CAUSE OF ACTION - CONJUGAL PARTNERSHIP

74. The allegations contained above are incorporated by reference as if again fully set forth

herein.

75. At the time of the events described in this complaint, Defendant Dr. Abreu, was married and had a Conjugal Partnership with his wife, Jane Doe.

76. The activities by which Defendants Dr. Abreu caused Plaintiffs' damages were activities which benefitted their conjugal partnership, referred to herein as the Conjugal Partnership Abreu-Doe, as Plaintiffs lack information as to the actual name of Jane Doe.

77. As such, the conjugal partnership is jointly and severally liable to all Plaintiffs for the damages caused by Defendant Dr. Abreu.

FOURTH CAUSE OF ACTION - SIMED

78. The allegations contained above are incorporated herein by reference as if again fully set forth.

79. Defendant SIMED, was, at all times herein pertinent, insurance companies authorized to do business as such in the Commonwealth of Puerto Rico which issued a public liability and/or malpractice insurance policy and/or other applicable insurance on behalf of Defendants LEHC, Casa Marie, Dr. Abreu, and/or other unknown joint tortfeasors.

80. Pursuant to 26 P.R. Laws Ann. § 2001, Defendants SIMED is jointly and severally liable for the negligence or fault of their insured.

81. Pursuant to 26 P.R. Laws Ann. § 2003, this action is brought directly against Defendant SIMED.

FIFTH CAUSE OF ACTION- NEGLIGENCE OF CASA MARIE AND ITS PERSONNEL

82. The allegations contained above are incorporated by reference as if again fully set forth herein.

83. Defendant Casa Marie, through the acts or omissions of its personnel, employees, agents, doctors, nurses, care providers, sub-contractors, agents or assignees, caused damage to Plaintiffs through fault or negligence in violation of 31 L.P.R.A. §5141 and/or 31 L.P.R.A. §5142.
84. Defendant Casa Marie own and/or operates a nursing home and provides nursing and/or medical care to its elderly residents, directly via its personnel and indirectly by contracting out such care to entities such as LEHC and/or Dr. Abreu.
85. Defendant Casa Marie, at the relevant times of this Complaint, operated or contracted to operate a nursing home which provided care to Balbino.
86. Defendant Casa Marie has or should have established policies, procedures and/or requirements for the operation of the nursing home to provide adequate services to the elderly residents.
87. Defendant Casa Marie supplies directly or indirectly doctors, nurses, clerical, administrative, and technical personnel to treat the elderly at Casa Marie.
88. Defendant Casa Marie derives revenue from the services it provides the elderly.
89. Defendant Casa Marie is liable for medical/nursing malpractice caused by the personnel it hires to provide services to the elderly.
90. Defendant Casa Marie owed a duty to Plaintiffs to provide safe and adequate nursing care, medical care, meals, housing, and a safe environment to Balbino, free from dangerous conditions and negligent mistreatment.
91. Defendant Casa Marie owed a duty to Plaintiffs to provide nurses, doctors, facilities, staffing, treatment and medical care to Balbino consistent with the medical standards that satisfy the exigencies generally recognized by the medical profession in light of the

modern means of communication and teaching.

92. The treatment offered by Casa Marie, through its personnel, nurses, employees, doctors, agents and assignees, to Balbino Alonso was below the medical standard that satisfies the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching, and as such directly caused and/or contributed to causing Balbino's death and the injuries to plaintiffs, as described herein.
93. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents sub-contractors and assignees, failed to exercise the care and precautions required under the circumstances in order to prevent the death of Balbino and the damage and injuries to Plaintiffs, lacked the required knowledge and medical/nursing skill, and failed to timely have available the personnel, treatment, and/or equipment necessary to timely and properly treat Balbino.
94. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents, sub-contractors and assignees, negligently failed to initiate timely and appropriate therapeutic treatments required to prevent the pressure sores from becoming infected and the ensuing osteomyelitis and sepsis.
95. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents, sub-contractors and assignees, negligently failed to timely recognize the serious nature of the Balbino's condition and provide or refer him for appropriate treatment.
96. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents and assignees, negligently and carelessly failed to provide Mr. Balbino Alonso with adequate care for his pressure sores to avoid the terrible infection of his pressure sores which lead to his death.

97. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents, sub-contractors, and assignees, improperly treated, monitored, failed to treat, or failed to timely transfer Balbino Alonso for treatment of the pressure ulcers, knowing of the probability that a life threatening condition could result.
98. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents, sub-contractors, and assignees, negligently and carelessly failed to timely treat or refer Mr. Balbino Alonso for evaluation, consultation and intervention to qualified physicians.
99. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents, sub-contractors and assignees, failed to ensure proper medical, nursing and technical care for Mr. Balbino Alonso.
100. Defendant Casa Marie, through its personnel negligently failed to monitor Balbino's condition, failed to contact and communicate the deteriorating condition of Balbino Alonso with appropriate caretakers or medical/nursing providers on a timely basis.
101. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents and assignees, failed to ensure that proper and timely nursing/medical services were made available to Balbino Alonso.
102. At all times herein pertinent, Defendant Casa Marie, through its executives, directors, personnel, nurses, employees, doctors, agents, sub-contractor and/or assignees were negligent in failing to provide the proper medical attention to Mr. Balbino Alonso, in failing to timely obtain replacement medical services when Dr. Abreu was unresponsive to calls made concerning Mr. Balbino's condition.
103. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents

and/or assignees, not only failed to adequately supervise the defendant physicians and/or nurses but permitted the use of its facilities, allowing, encouraging, and condoning the negligent care and improper treatment of Mr. Balbino Alonso, proximately and directly causing Plaintiffs' injuries.

104. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents, sub-contractors and assignees, offered medical services to its residents including Balbino, but failed to staff or contract to ensure its facility had competent nursing and medical personnel necessary to timely, appropriately, and safely treat its resident/patients and ensure prompt intervention and treatment.

105. In so doing, Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents, sub-contractors and assignees, misled those who sought adequate treatment into thinking that they would be appropriately treated.

106. Defendant Casa Marie, through its personnel, nurses, employees, doctors, agents, sub-contractors and assignees, did not provide the services of persons capable of properly and effectively coordinating its nursing/medical care providers to ensure adequate care of its residents.

107. As a direct and proximate result of Casa Marie's lack of available physicians as well as the supervision of the treating physicians, technicians and other medical personnel and its failure to staff its facility with the medical personnel and personnel in charge of coordinating and communicating vital information necessary to appropriately treat its residents at Casa Marie, Casa Marie and its personnel negligently caused Balbino's death and Plaintiffs the injuries as described herein.

108. As a direct and proximate cause of Defendant Casa Marie's acts or omissions,

through its personnel, nurses, employees, doctors, agents and assignees, including its failure to properly treat Mr. Balbino Alonso, Plaintiffs sustained damages, as described below.

109. Pursuant to 31 L.P.R.A. §5142, Defendant Casa Marie is liable for the negligent acts or omissions of its personnel, agents, and employees including Dr. Abreu, described herein.

DAMAGES

110. The allegations contained above are incorporated herein by reference as if again fully set forth.

111. As a direct and proximate result of the acts or omissions of all Co-Defendants, Mr. Balbino Alonso died prematurely at the age of 73, leaving his adult children behind.

112. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs unnecessarily and prematurely lost their father, Balbino Alonso Reyes, a beloved and caring person.

113. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs quality of life has been severely impaired.

114. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs lived through the extraordinary pain and suffering of seeing their beloved father die a painful and an untimely death, knowing that he was never given the opportunity to combat his illness.

115. In losing Mr. Balbino Alonso, Plaintiffs lost their father and a friend.

116. Plaintiffs have suffered dearly the loss of Balbino, with whom they will not be able to share the special moments in their lives and that of their children.

117. As a direct and proximate result of the negligence of all Defendants, Plaintiffs will no longer have the joy of having their father with them, or otherwise enjoy the irreplaceable pleasures and value of his company and advice and that which his company would have provided their children.

118. As a direct and proximate result of the negligence of all Defendants, Mr. Balbino Alonso lived for weeks in pain and fear, and, eventually, an unwarranted and untimely death, a cause of action which all Plaintiffs inherit as Mr. Balbino Alonso's heirs under Puerto Rico law.

119. As a direct and proximate result of the negligence of all Defendants, all Plaintiffs will continue to suffer the irreparable loss of their father.

120. The negligent acts and omissions of the Defendants directly and proximately caused Mr Balbino Alonso intense physical, emotional, and mental pain and suffering valued in the amount of no less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, which is inherited by Plaintiffs and claimed herein under Puerto Rico law.

121. The negligent acts and omissions of the Defendants have directly and proximately caused Plaintiff Almaris Alonso intense emotional and mental pain and suffering, frustration and a grave sense of injustice valued in an amount of no less than **EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00)**.

122. The negligent acts and omissions of the Defendants have directly and proximately caused Plaintiff Albin Alonso intense emotional and mental pain and

suffering, frustration and a grave sense of injustice equal to a sum not less than **EIGHT HUNDRED THOUSAND DOLLARS (\$800,000.00)**.

123. The negligent acts and omissions of the Defendants have directly and proximately caused Plaintiffs economic losses and medical expenses in an amount of no less than **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

124. In total, the damages suffered by Plaintiffs have a reasonable value in excess of **TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$2,150,000.00)**.

TRIAL BY JURY DEMANDED

125. Plaintiffs demand trial by jury on all causes of action herein raised.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against all Defendants jointly and severally, in an amount not less than **TWO MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$2,150,000.00)**, as well as costs incurred, reasonable attorneys' fees, and such other and further relief as this Honorable Court may seem just and proper under the law.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on this 26th day of February, 2013.

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