

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

ELIEZER RODRÍGUEZ CEDEÑO,

Plaintiff ,

v.

SUR MED MEDICAL CENTER, INC.; ABC INSURANCE CO., INC; DRA. VIRGEN PLANA; HOSPITAL SAN LUCAS, INC.; EFG INSURANCE CO., INC; DR. HERBY AMBROISE; DR. SIMONETTI; DR. MARTÍNEZ; JOHN DOE; JAMES ROE; MOE-FOE CONJUGAL PARTNERSHIPS I-X; SINDICATO DE ASEGURADORES PARA LA SUSCRIPCIÓN CONJUNTA DEL SEGURO DE RESPONSABILIDAD PROFESIONAL MÉDICO-HOSPITALARIA (“SIMED”); XYZ INSURANCE CO., INC.

Defendants .

CIVIL NO.

RE: TORT ACTION FOR MEDICAL MALPRACTICE PURSUANT TO ARTS. 1802 AND 1803, 31 P. R. Laws Ann. §§ 5141 AND 5142.

JURY TRIAL DEMANDED

COMPLAINT

TO THE HONORABLE COURT :

APPEARS NOW the Plaintiff , ELIEZER RODRÍGUEZ-CEDEÑO (hereinafter referred to as “Plaintiff” or “Plaintiff Rodríguez”), through the undersigned counsel, and hereby states, alleges, and requests as follows:

JURISDICTIONAL BASIS

1. Plaintiff is a domiciliary and resident of the state of Michigan.
2. All Defendants are either individuals who reside in Puerto Rico or corporations organized under the laws of the Commonwealth of Puerto Rico or of states other than Michigan.

3. The matter in controversy exceeds the sum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00), exclusive of interest and costs, thus vesting jurisdiction on this Honorable Court pursuant to 28 U.S.C. § 1332.

THE PARTIES

4. Plaintiff **ELIEZER RODRÍGUEZ-CEDEÑO** is the brother of patient Carlos A. Rodríguez-Cedeño.
5. Co-Defendant **SUR MED MEDICAL CENTER, INC.** (hereinafter referred to as “ Co-Defendant SUR MED ”) is a corporation (registration number 103364) organized under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico.
6. Co-Defendant **ABC INSURANCE CO., INC.** is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico or in a state other than Michigan, which has issued an insurance policy for medical malpractice on behalf of Co-Defendant SUR MED for the acts or omissions described herein, encompassing the relevant period of time.
7. **DRA. VIRGEN PLANA** is a physician practicing medicine at Co-Defendant Sur Med, who provided medical attention to Carlos Rodríguez at such facility on November 10, 2011.
8. Co-Defendant **HOSPITAL SAN LUCAS, INC.** (hereinafter referred to as “Co-Defendant HSL ”) is a corporation (registration number 30624) organized under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico.

9. **DR. HERBY AMBROISE** is a physician practicing medicine at Co-Defendant HSL who provided medical attention to Carlos Rodríguez at such facility, as his attending physician, on November 11-12, 2011.
10. **DR. SIMONETTI** is a physician practicing medicine at Co-Defendant HSL who provided medical attention to Carlos Rodríguez at such facility, as his attending physician, on November 11-12, 2011.
11. **DR. MARTÍNEZ** is a physician practicing medicine at Co-Defendant HSL who provided medical attention to Carlos Rodríguez at such facility, as his attending physician, on November 11-12, 2011.
12. Co-Defendant **EFG INSURANCE CO., INC.** is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico or in a state other than Michigan, which has issued an insurance policy for medical malpractice on behalf of Co-Defendant HSL , Inc. for the acts or omissions described herein, encompassing the relevant period of time.
13. Co-Defendants unknown joint tortfeasors **JOHN DOE** and **JAMES ROE** are physicians or other health care providers fictitiously named herein, to be later replaced by their actual names which may become known through further discovery in this litigation, and who may be liable to Plaintiff, in whole or in part, for the actions and/or omissions herein described, encompassing the relevant period of time, and the damages suffered by Plaintiff.
14. Co-Defendants **MOE-FOE CONJUGAL PARTNERSHIPS I-X** are unknown conjugal partnerships comprised of the individual defendants and their respective husbands and/or wives, who are currently unknown.

15. Co-Defendant **Sindicato de Aseguradores para la Suscripción Conjunta de Seguro de Responsabilidad Profesional Médico-Hospitalaria** (hereinafter, “SIMED”) is an insurance company organized, existing, and with its principal place of business in Puerto Rico or a state or territory other than Michigan, which issued insurance policies for medical malpractice on behalf of one or more of the physician Co-Defendants Joint Tortfeasors in this case for the acts and/or omissions described herein, encompassing the relevant period of time.
16. Co-Defendant **XYZ INSURANCE COMPANY** is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico or in a state other than Michigan, which additionally insures all or some of the Co-Defendants Joint Tortfeasors in this case for the acts and/or omissions described herein, encompassing the relevant period of time. .
17. Pursuant to 26 P.R. Laws Ann. § 2001, a direct action may be brought in the Commonwealth of Puerto Rico against a casualty or liability insurance carrier for the negligence or fault of its insured.
18. Pursuant to 26 P.R. Laws Ann. § 2003, an action against an insurer may be brought separately or may be joined with an action against its insured.

GENERAL ALLEGATIONS

19. On November 10, 2011, at approximately 8:00 a.m., 40-year-old Carlos A. Rodríguez -Cedeño (hereinafter “Carlos” or “patient”), an employee of the Puerto Rico Electric Power Authority (“PREPA”), suddenly felt ill at work while at the “Planta Aguirre” in Salinas.

20. Carlos was experiencing intense pain in his chest, dizziness and numbness and pain on his left leg.
21. An ambulance was called and Carlos was taken to Co-Defendant Sur Med.
22. At Sur Med Carlos again reported pain in his chest and numbness and pain on his left leg.
23. Even though Carlos complained of pain and numbness in his left leg, at Co-Defendant Sur Med that body part was not examined.
24. Laboratory work and chest x-rays were ordered; however, hours transpired before the x-ray was actually done.
25. No laboratory to measure cardiac enzymes was ordered or performed.
26. Only at Carlos' insistence was an EKG performed.
27. Carlos was released from Sur Med on or about 1:00 p.m. with a diagnosis of muscle spasm and a prescription for a muscle relaxant.
28. A friend of the family who was a laboratory technician understood that Carlos' symptoms warranted that his level of cardiac enzymes be determined through a laboratory test which had not been done at Sur Med, and took it upon herself to draw blood and take the sample to the laboratory where she worked.
29. The result of the laboratory test reflected a high level of cardiac enzymes, which led the family friend to recommend, on the morning of Friday, November 11, 2011, that Carlos be taken to an emergency room immediately.
30. Carlos arrived with his wife at San Lucas Hospital, in Ponce, on or about 9:00 a.m. on November 11, 2011.

31. Carlos entered the emergency room in a wheelchair because he was having much difficulty walking.
32. At 9:30 a.m. on November 11, 2011, upon presentation, Carlos reported that he had had chest pain, low back pain with radiation to left leg and numbness in lower extremities since the day before.
33. Carlos also reported that he continued experiencing chest pain, which he described as burning sensation located in retrosternal area with radiation to the back, and numbness of left leg from the hip to the foot.
34. On or about 10:00 a.m. a nurse recorded that Carlos complained of burning pain in the chest and numbness in his extremities.
35. At 10:30 am on November 11, 2011, laboratory results reported an elevated level of Troponin.
36. At 12:30 p.m., three hours after the medical history was taken, Dr. Herby Ambroise was consulted, agreed that the patient be admitted to his care and directed that Dr. Simonetti, a cardiologist, be consulted.
37. At 12:45 p.m., Dr. Ambroise wrote down as his diagnosis "Non ST Elevation Myocardial Infarction; Chest pain".
38. Not until 4:30 p.m., when Dr. Simonetti adequately examined Carlos, a low pulse on Carlos' left leg was registered.
39. A Chest CT-Angiogram was not performed at Co-Defendant HSL until approximately 5:38 p.m., eight (8) hours after Carlos' arrival at the emergency room.

40. On or about 8:00 p.m. Dr. Martínez registered no pulse on Carlos' left leg and recorded his recommendation that Carlos be transferred "A.S.A.P. to a ... where type A are treated properly".
41. After the CT was performed, Carlos' family was informed that Carlos had a serious vascular condition, a Stanford Type A Aortic Dissection", and needed to be transferred to the Intensive Care Unit of Co-Defendant HSL.
42. At this time, there was no mention of the need to transfer Carlos to a Hospital where he could be operated on; Carlos' wife was told to go home at 8:00 pm because visiting hours at the ICU had ended.
43. At 11:00 p.m., upon the insistence of Carlos' relatives for effective treatment, a physician informed the family members that Carlos needed to be transferred to a hospital where he could be operated on.
44. Co-Defendant HSL continued to do tests on Carlos despite the urgent need for immediate transfer to another institution.
45. The following day, November 12, at 11:20 a.m., a transfer had yet not been arranged for Carlos.
46. On November 12, 2011, Dr. Ernesto Soltero, at neighboring Hospital Damas, in Ponce, agreed to consider the case.
47. In spite of being extremely concerned with the two and one half-day delay in getting Carlos the appropriate medical attention, and the worsening of Carlos' condition during that time, Dr. Soltero agreed to operate on Carlos on an emergency basis.

48. Carlos was transferred to Hospital Damas in Ponce late the afternoon of November 12, 2011, whereupon surgery began.
49. In spite of the surgery, and because of the substantial delay incurred in adequately examining Carlos, evaluating the totality of his symptoms and referring him to appropriate treatment, Carlos died hours after surgery, on November 14, 2011 at 12:05 a.m.

**FIRST CAUSE OF ACTION
FOR NEGLIGENCE UNDER ARTICLE 1802
OF THE PUERTO RICO CIVIL CODE
AGAINST SUR MED**

50. The allegations contained above are incorporated by reference as if again fully set forth herein.
51. Co-Defendant Sur Med through its medical, nursing and technical personnel and other staff failed to provide Carlos the medical care that would be exercised by a reasonable and prudent man in the same conditions and circumstances.
52. The treatment offered Carlos by Co-Defendant Sur Med through its medical, nursing and technical personnel and other staff 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 pain, suffering, hardship and death to Plaintiff Rodríguez, as described herein.
53. Co-Defendant Sur Med's assigned staff and medical, nursing and technical personnel negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Carlos' medical condition upon his visit to Co-Defendant Sur

Med's facility, failing to conduct a complete medical examination of the patient in order to ascertain his condition in consideration of the clinical symptoms communicated and demonstrated.

54. Co-Defendant Sur Med's assigned staff and personnel negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Carlos' medical condition upon his relating that he was experiencing chest pain and numbness in one of his legs, thus, failing to test his cardiac enzymes and failing to examine at all the leg which experienced numbness.
55. Co-Defendant Sur Med's assigned staff and medical, nursing and technical personnel negligently and carelessly failed to conduct a thorough examination of all of the patient's symptoms, causing Carlos' condition to go undiagnosed and untreated for almost 2 days.
56. Co-Defendant Sur Med's assigned staff and medical, nursing and technical personnel negligently and carelessly failed to provide proper care of their patient, Carlos, by failing to engage in his thorough examination, evaluation of his particular symptoms or to provide treatment on a timely basis.
57. Co-Defendant Sur Med's assigned staff and medical, nursing and technical personnel negligently and carelessly failed to perform the necessary tests, as per Carlos' symptoms, that would have led them to a correct diagnosis.
58. Co-Defendant Sur Med's assigned staff and medical, nursing and technical personnel failed to ensure that patient Mr. Rodríguez would be treated with care and in a timely fashion.

59. Co-Defendant Sur Med failed to adequately supervise its medical, nursing and technical personnel and other staff, causing that Carlos not be provided with an adequate, complete and relevant evaluation and timely treatment.
60. Co-Defendant Sur Med and its personnel failed to maintain safe practices and proper conditions in their facilities, which resulted in Carlos being provided an incomplete and inadequate evaluation and examination that failed to address all the symptoms he communicated.
61. Co-Defendant Sur Med's assigned staff and medical, nursing and technical personnel negligently failed to timely and appropriately provide the emergency evaluation and care required by Carlos as per his reported and displayed symptoms.
62. As a direct and proximate cause of Co-Defendant Sur Med and its staff and medical, nursing and technical personnel's failure to properly treat Carlos, the latter suffered an untimely death and Plaintiff herein sustained intense pain and suffering at the loss of his brother, as described below.
63. In doing all of the above, Co-Defendant Sur Med committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the intense pain and suffering and the damages suffered by Plaintiff upon the loss of his brother, as detailed herein.
64. At all times herein pertinent, Co-Defendant Sur Med, its directors, officers, and employees were negligent in failing to provide the proper supervision of Co-Defendant physicians and other hospital personnel and staff, failing to implement adequate protocols, directives and/or guidelines embodying the due care and

caution necessary to prevent the tortious conduct that caused Carlos' untimely death and the consequent intense pain and suffering to Plaintiff upon the loss of his brother.

65. Co-Defendant Sur Med permitted the use of its facilities and, demonstratively or tacitly, allowed, encouraged, endorsed and condoned the negligent care and improper treatment of Carlos, proximately and directly causing Plaintiff's injuries.
66. In so doing, Co-Defendant Sur Med misled those who sought emergency treatment into thinking that they would be appropriately treated.

**SECOND CAUSE OF ACTION
FOR NEGLIGENCE UNDER ARTICLE 1802
OF THE PUERTO RICO CIVIL CODE
AGAINST ABC INSURANCE CO.**

67. The allegations contained above are incorporated by reference as if again fully set forth herein.
68. Co-Defendant ABC Insurance Co. was at all times herein pertinent an insurance company authorized to do business in the Commonwealth of Puerto Rico and which issued a public liability and/or malpractice insurance policy on behalf of Co-Defendant Sur Med .
69. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
70. Pursuant to 26 P.R. Laws Ann. § 2003, an action against an insurer may be brought separately or may be joined together with an action against its insured.
71. Therefore, Co-Defendant ABC Insurance Company is jointly and severally liable to all Plaintiffs for the damages caused to them by Co-Defendant Sur Med.

**THIRD CAUSE OF ACTION
FOR NEGLIGENCE UNDER ARTICLE 1802
OF THE PUERTO RICO CIVIL CODE
AGAINST DR. VIRGEN PLANA**

72. The allegations contained above are incorporated by reference as if again fully set forth herein.
73. Co-Defendant Dr. Plana's intervention with Carlos while at Co-Defendant Sur Med 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 the premature death of Carlos and, thus, the pain and suffering of Plaintiff, as described herein.
74. Co-Defendant Dr. Plana negligently and carelessly, breaching the medical standard that satisfies the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching, failed to perform a complete, thorough and adequate medical examination of Carlos, commensurate with the symptoms he reported and displayed, and, as such, directly caused and/or contributed to causing that his condition go undiagnosed and, eventually, his premature death and the pain and suffering such death caused upon the Plaintiff, his brother.
75. Co-Defendant Dr. Plana negligently and carelessly failed to fully examine and evaluate Carlos, considering the clinical symptoms he reported, upon his visit to Co-Defendant Sur Med's facility, thereby failing to conduct a complete physical examination of the patient and failing to run appropriate tests, i.e. cardiac

enzymes, thus, depriving him of an opportunity to be referred to appropriate surgical treatment promptly.

76. Co-Defendant Dr. Plana 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 she failed to correctly and promptly recognize the patient's symptoms related to a serious vascular condition and, thus, failed to provide a complete, thorough and adequate emergency medical evaluation and the relevant tests, thereby causing Carlos' condition to go undiagnosed and untreated for almost two (2) days.
77. Co-Defendant Dr. Plana 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 she failed to perform the necessary tests, as per the clinical symptoms displayed and reported, that would have led to a prompt and correct diagnosis of his condition.
78. As a direct and proximate cause of Co-Defendant Dr. Plana's actions and omissions upon being presented with a patient in Carlos' condition and with his clinical signs, Carlos was deprived of an opportunity to be promptly treated when time was of the essence and the Plaintiff, through the premature death of Carlos, was deprived of his companionship, camaraderie, support and love.
79. In so doing, Co-Defendant Dr. Plana committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the death of Carlos as detailed herein.

80. As a direct and proximate cause of Co-Defendant Dr. Plana's negligence in failing to properly examine, evaluate and interpret Carlos' symptoms, Plaintiff sustained severe pain and suffering upon the untimely loss of his brother.

**FOURTH CAUSE OF ACTION
FOR NEGLIGENCE UNDER ARTICLE 1802
OF THE PUERTO RICO CIVIL CODE
AGAINST HOSPITAL SAN LUCAS AND ITS PERSONNEL**

81. The allegations contained above are incorporated by reference as if again fully set forth herein.
82. Co-Defendant HSL has an emergency department, a cardiac department and a surgery unit within its hospital premises.
83. At the relevant times of this complaint, Co-Defendant HSL operated or had contracted to operate an emergency department, a cardiac department and a surgery unit within its premises.
84. Co-Defendant HSL set up policies, procedures and/or requirements for the operation of the emergency department, cardiac department and surgery unit on its premises .
85. The hospital supplies medical, nursing, clerical, administrative, and technical personnel to the emergency department, cardiac department and surgery unit.
86. The hospital derives revenue from the services provided at and by the emergency department, cardiac department and surgery unit within its premises.
87. The hospital is liable for medical malpractice occurring at the emergency department, cardiac department and surgery unit located on its premises.

88. Co-Defendant HSL's medical, nursing and technical personnel and other staff failed to provide the degree of care that would be exercised by a reasonable and prudent man in the same conditions and circumstances.
89. The treatment offered to Carlos by Co-Defendant HSL through its medical, nursing and technical personnel and other staff, 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 pain, suffering, hardship and death to Carlos and pain, suffering and hardship to his brother, Plaintiff Rodríguez, as described herein.
90. Co-Defendant HSL's assigned staff and personnel negligently and carelessly failed to adequately examine, evaluate, monitor, treat, diagnose and timely manage Carlos' medical condition upon his visit to that facility, thereby failing to consider and incorporate into his evaluation and treatment reported clinical signs that were essential to arriving promptly at a proper diagnosis and, thus, at the surgical treatment that would save his life.
91. Co-Defendant HSL's assigned staff and personnel negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Carlos' medical condition upon his relating that he had had chest pains the day before and continued to experience chest pain that radiated to his back, as well as numbness in one of his legs, thus failing to engage in a differential evaluation.
92. Co-Defendant HSL's assigned staff and personnel negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Carlos' medical condition

upon his relating that he had had chest pains the day before and continued to experience chest pain that radiated to his back, as well as numbness in one of his legs, thus failing to perform a Chest CT-Angiogram until seven (7) hours after his arrival at the facility.

93. Co-Defendant HSL's assigned staff and personnel negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Carlos' medical condition upon his relating that he had had chest pains the day before and continued to experience chest pain that radiated to his back, as well as numbness in one of his legs, thus failing to provide Carlos with appropriate medication that would contain the worsening of the condition and further damages to the patient.
94. Co-Defendant HSL's assigned staff and personnel negligently and carelessly failed to promptly begin to arrange a transfer of the patient to a nearby hospital with appropriate facilities and a capable surgeon, wasting crucial time in attempting to coordinate a transfer from Ponce to the distant Río Piedras Medical Center, thus delaying the possibility of the patient being intervened surgically by more than 15 precious hours.
95. Co-Defendant HSL's assigned staff and personnel negligently and carelessly failed to provide proper care to Carlos, by failing to engage in a thorough examination and evaluation of symptoms, in addition to using appropriate tests to engage in a differential diagnosis and promptly and effectively diagnose his ailment.
96. Co-Defendant HSL's assigned staff and personnel failed to ensure that Carlos would be treated with care and in a timely fashion.

97. Co-Defendant HSL failed to adequately supervise its medical, nursing and technical personnel, so as to cause that Carlos not be given adequate and prompt treatment.
98. Co-Defendant HSL and its personnel failed to maintain safe practices and proper conditions in their facilities, which resulted in Carlos being provided with an incomplete evaluation and examination that failed to address fully all the symptoms he reported and displayed.
99. Co-Defendant HSL negligently failed to timely and appropriately provide the emergency care and transfer required by Carlos.
100. As a direct and proximate cause of Co-Defendant HSL and its personnel's failure to promptly engage in the necessary differential evaluation that Carlos' clinical symptoms called for, his proper treatment and diligent transfer were substantially delayed, as a result of which his condition worsened substantially and essential time that was crucial to the probability of success of the emergency surgery he gravely needed was wasted .
101. As a direct and proximate cause of Co-Defendant HSL and its personnel's failure to properly treat and manage Carlos' situation, he suffered damages and an untimely death and Plaintiff herein sustained intense pain and suffering at the loss of his brother, as described below.
102. In doing all of the above, Co-Defendant HSL committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the intense pain and suffering and damages suffered by Plaintiff, as detailed herein.

103. As a direct and proximate cause of Co-Defendant HSL's negligence in failing to adequately examine and evaluate Carlos and negligently delay his transfer, Plaintiff sustained intense pain and suffering, as described below.
104. At all times herein pertinent, Co-Defendant HSL, its directors, officers, and employees were negligent in failing to provide the proper supervision of Co-Defendant physicians and other hospital personnel and in failing to implement adequate protocols, directives and/or guidelines embodying the due care and caution necessary to prevent the tortious conduct that caused Carlos' untimely death and the consequent intense pain and suffering to Plaintiff upon the loss of his brother.
105. Co-Defendant HSL permitted the use of its facilities and, explicitly or tacitly, allowed, encouraged, endorsed and condoned the negligent care and improper treatment of Carlos, proximately and directly causing Plaintiff's injuries.
106. In so doing, Co-Defendant HSL misled those who sought hospital treatment into thinking that they would be appropriately treated.
107. As a direct and proximate cause of Co-Defendant HSL's actions, Plaintiff sustained intense pain and suffering upon the sudden and premature loss of his brother.

**FIFTH CAUSE OF ACTION
FOR NEGLIGENCE UNDER ARTICLE 1802
OF THE PUERTO RICO CIVIL CODE
AGAINST EFG INSURANCE CO.**

108. The allegations contained above are incorporated by reference as if again fully set forth herein.
109. Co-Defendant EFG Insurance Co. was at all times herein pertinent an insurance company authorized to do business in the Commonwealth of Puerto Rico and

which issued a public liability and/or malpractice insurance policy on behalf of Co-Defendant HSL .

110. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
111. Pursuant to 26 P.R. Laws Ann. § 2003, an action against an insurer may be brought separately or may be joined together with an action against its insured.
112. Therefore, Co-Defendant EFG Insurance Company is jointly and severally liable to all Plaintiffs for the damages caused to them by Co-Defendant HSL.

**SIXTH CAUSE OF ACTION
FOR NEGLIGENCE UNDER ARTICLE 1802
OF THE PUERTO RICO CIVIL CODE
AGAINST DR. HERBY AMBROISE,
DR. SIMONETTI AND DR. MARTÍNEZ**

113. The allegations contained above are incorporated by reference as if again fully set forth herein.
114. Co-Defendants Dr. Ambroise, Dr. Simonetti and Dr. Matrinez's intervention with Carlos while he was at Co-Defendant HSL 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 the premature death of Carlos and, thus, the pain and suffering of Plaintiff, as described herein.
115. Co-Defendants Dr. Ambroise, Dr. Simonetti and Dr. Matrinez 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 correctly and promptly recognize the patient's symptoms related to a

vascular condition and, thus, failed to provide a prompt and complete, thorough and adequate emergency medical evaluation, adequate and relevant tests and, ultimately, emergency transfer to a facility with the capability to appropriately handle the medical condition.

116. Co-Defendants Dr. Ambroise, Dr. Simonetti and Dr. Matrinez negligently and carelessly breached the medical standard that satisfies the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching by failing to consider and incorporate into his evaluation and treatment the reported and displayed clinical signs that were essential to arriving promptly at a proper diagnosis and, thus, at the surgical treatment that would save Carlos' life.

117. Co-Defendants Dr. Ambroise, Dr. Simonetti and Dr. Matrinez negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Carlos' medical condition upon his relating that he had had chest pains and numbness in his left leg the day before and continued to experience chest pain that radiated to his back and numbness in one of his legs, failing to promptly perform the radiological studies that were necessary for a differential diagnosis, depriving Carlos, as a result, of an opportunity to be referred promptly to appropriate surgical treatment.

118. Co-Defendants Dr. Ambroise, Dr. Simonetti and Dr. Matrinez negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Carlos' medical condition upon his relating that he had had chest pains the day before and continued to experience chest pain that radiated to his back and numbness in one

of his legs, failing to provide Carlos with appropriate medication that would contain the worsening of the condition and further damages to the patient.

119. Co-Defendants Dr. Ambroise, Dr. Simonetti and Dr. Matrinez negligently and carelessly failed to promptly begin to arrange a transfer of the patient to a nearby hospital with appropriate surgical facilities, wasting crucial time in attempting to coordinate a transfer to the distant Río Piedras Medical Center, thus delaying the possibility of the patient getting surgical intervention by more than 15 invaluable hours.
120. Co-Defendant Dr. Ambroise, Dr. Simonetti and Dr. Matrinez negligently failed to timely and appropriately provide adequate emergency care to Carlos.
121. As a direct and proximate cause of Co-Defendants Dr. Ambroise, Dr. Simonetti and Dr. Matrinez's actions and omissions upon being presented with a patient in Carlos' condition and with his clinical signs, Carlos was deprived of an opportunity to be promptly treated when time was of the essence and the Plaintiff, through the premature death of Carlos, was deprived of his camaraderie, support and love.
122. In so doing, Co-Defendants Dr. Ambroise, Dr. Simonetti and Dr. Matrinez committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the death of Carlos as detailed herein.
123. As a direct and proximate cause of Co-Defendants Dr. Ambroise, Dr. Simonetti and Dr. Matrinez' s negligence in failing to properly examine, evaluate and interpret Carlos' symptoms and, additionally, failing to appropriately direct the search for

an appropriate transfer, Plaintiff sustained severe pain and suffering upon the loss of his brother.

**SEVENTH CAUSE OF ACTION
FOR NEGLIGENCE UNDER ARTICLE 1802
OF THE PUERTO RICO CIVIL CODE
AGAINST DRS. JOHN DOE AND JAMES ROE**

124. The allegations contained above are incorporated by reference as if again fully set forth herein.
125. Co-Defendants John Doe and James Roe's intervention with Carlos while at Co-Defendant Sur Med and/or Co-Defendant HSL 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 Carlos' death and, thus, the pain and suffering of all Plaintiff upon his premature death, as described herein.
126. Co-Defendants John Doe and James Roe negligently and carelessly, breaching the medical standard that satisfies the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching, failed to perform a complete, thorough and adequate medical examination of Carlos, commensurate with his reported symptoms, and, as such, directly caused and/or contributed to causing his premature death and the pain and suffering such death caused upon the Plaintiff, his brother.
127. Co-Defendants John Doe and James Roe negligently and carelessly 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 they failed to correctly and promptly recognize the patient's

symptoms related to a vascular condition and, thus, failed to provide a prompt, complete, thorough and adequate emergency medical evaluation.

128. Co-Defendants John Doe and James Roe negligently and carelessly failed to promptly examine and evaluate Carlos, delaying his thorough examination and the provision of essential radiological studies, considering the symptoms he reported, depriving him of an opportunity to be referred for appropriate surgical treatment.
129. Co-Defendants John Doe and James Roe 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 they failed to correctly and promptly recognize the patient's symptoms related to a vascular condition and, thus, failed to provide adequate emergency medical evaluation and treatment.
130. Co-Defendants John Doe and James Roe 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 they failed to provide Carlos with appropriate medication that would contain the worsening of his vascular condition and further damages.
131. Co-Defendants John Doe and James Roe negligently and carelessly failed to provide proper care of their patient, Carlos, by failing to engage in his examination, evaluation of symptoms and emergency transfer on a timely basis.
132. As a direct and proximate cause of Co-Defendants John Doe and James Roe's negligent actions and omissions upon being presented with a patient in Carlos' condition and with his clinical signs, Carlos was deprived of the opportunity to be

promptly treated when time was of the essence and the Plaintiff, through the premature death of Carlos, was deprived of his companionship, camaraderie, support and love.

133. In so doing, Co-Defendants John Doe and James Roe committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the death of Mr. Rodríguez, as detailed herein.

134. As a direct and proximate cause of Co-Defendants John Doe and James Roe' s negligence in failing to properly treat Carlos, Plaintiff sustained severe pain and suffering upon the loss of his young brother.

**EIGHTH CAUSE OF ACTION AGAINST
THE CONJUGAL PARTNERSHIPS**

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

136. The activities by which the individual defendant doctors caused Plaintiff's damages were activities which benefitted their respective conjugal partnerships, referred to herein as Doe-Roe Conjugal Partnerships I-X, as Plaintiff lacks information as to the actual names of the respective wives and/or husbands.

137. As such, each conjugal partnership is jointly and severally liable to Plaintiff for the damages caused by the individual physician Defendants.

**NINTH CAUSE OF ACTION
AGAINST SIMED**

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

139. Co-Defendant SIMED was at all times herein pertinent, an insurance company authorized to do business as such in the Commonwealth of Puerto Rico which issued a public liability and/or malpractice insurance policy on behalf of all or some of the Co-Defendants.
140. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
141. Pursuant to 26 P.R. Laws Ann. § 2003, an action against an insurer may be brought separately or may be joined together with an action against its insured.
142. Therefore, Co-Defendant SIMED is jointly and severally liable to Plaintiff for the damages caused to them by any and/or all physician Co-Defendants.

**TENTH CAUSE OF ACTION
AGAINST XYZ INSURANCE COMPANY**

143. The allegations contained above are incorporated herein by reference as if again fully set forth herein.
144. Co-Defendant XYZ Insurance Company was at all times herein pertinent an insurance company authorized to do business in the Commonwealth of Puerto Rico and which issued a public liability and/or malpractice insurance policy on behalf of some or all of the Co-Defendants, joint tortfeasors.
145. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
146. Pursuant to 26 P.R. Laws Ann. § 2003, an action against an insurer may be brought separately or may be joined together with an action against its insured.

147. Therefore, Co-Defendant XYZ Insurance Company is joint and severally liable to all Plaintiffs for the damages caused to them by any and/or all Co-Defendants, joint tortfeasors.

DAMAGES

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

149. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiff Eliezer Rodríguez unnecessarily and prematurely lost his 40 year-old dearly loved brother, Carlos.

150. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiff lived through the extraordinary pain and suffering of seeing his dearly loved brother die an untimely death at a very young age, leaving a wife and two minor children behind, knowing that Carlos was never given a real opportunity to survive his vascular condition.

151. Plaintiff Eliezer Rodríguez was only 39 years old when his brother died.

152. Plaintiff Eliezer Rodríguez and Carlos grew up together and, as such, had the strongest of emotional bonds.

153. Even while living apart, Plaintiff Rodríguez and Carlos maintained a close and supportive relationship.

154. In losing Carlos, Plaintiff Eliezer Rodríguez lost a brother, a friend and a confidant.

155. Plaintiff Eliezer Rodríguez has suffered dearly the loss of his brother, with whom he will not be able to share the special moments in their lives and those of their growing families.

156. As a direct and proximate result of the negligence of all Defendants, Plaintiff Eliezer Rodríguez will no longer have the joy of having his brother and confidant close to him or otherwise enjoy the irreplaceable value of his person.

157. As a direct and proximate result of the negligence of all Defendants, Plaintiff will continue to suffer the irreparable loss of his brother.

158. The acts and omissions of the Defendants have caused Plaintiff Eliezer Rodríguez intense emotional pain and suffering, frustration and a grave sense of injustice equal to a sum not less than **ONE MILLION DOLLARS (\$1,000,000.00)**.

TRIAL BY JURY DEMANDED

159. Plaintiff demands trial by jury on all causes of action herein raised.

PRAYER FOR RELIEF

WHEREFORE , Plaintiff demands judgment against all Defendants jointly and severally, in an amount not less than **ONE MILLION DOLLARS (\$1,000,000.00)**, 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 12th day of October, 2012.

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