

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

**FRANK G. CÁATALA VELEZ,**

Plaintiff,

vs.

**METRO SANTURCE, INC., d/b/a  
HOSPITAL PAVÍA SANTURCE;  
CONTINENTAL INSURANCE COMPANY,  
INC.; DR. ROBERTO RUIZ LÓPEZ; DR.  
JOSE L. ZALDIVAR BORJAS; DR.  
ILEANA RIVERA ARTES; DR. BLASINI;  
DOE, ROE, FOE CONJUGAL  
PARTNERSHIPS; SIMED; MOES I-X; and  
ABC INSURANCE COMPANIES,**  
Defendants.

CIVIL NO. 12 - 1923 (FAB)

TORT ACTION FOR  
MEDICAL MALPRACTICE

Articles 1802 and 1803 of the Puerto Rico  
Civil Code, 31 P.R. Laws Ann. secs 5141  
and 5142.

TRIAL BY JURY DEMANDED

**COMPLAINT**

**TO THE HONORABLE COURT:**

**APPEARS NOW** the Plaintiff in this action, through the undersigned attorneys, and respectfully states, alleges and requests as follows:

**JURISDICTIONAL BASIS & VENUE**

1. Plaintiff **FRANK GABRIEL CÁATALA VELEZ** (hereinafter “plaintiff” or “Frank”) is citizens of, domiciled in, and resides in the state of Florida.
2. Defendants are citizens of, domiciled in, incorporated in or with their principle place of business in Puerto Rico or a state other than Florida.
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. Plaintiff **FRANK G. CÁATALA VÉLEZ** is the son of Frank Cáatala Marrero hereinafter referred to as “patient” or “Frank Sr.”
6. Defendant **METRO SANTURCE, INC.**, operates a hospital under the name of Pavía Hospital Santurce (hereinafter referred to as “Pavía” or “Pavía Hospital” or “hospital”) is a business organized and with its principal place of business in Puerto Rico or a state other than Florida.
7. Pavía is a private hospital institution located at 1662 Prof. Augusto Rodríguez Ave, in San Juan, Puerto Rico 00910.
8. Pavía is authorized under the Laws of the Commonwealth of Puerto Rico to provide and does provide medical and emergency medical services to the public.
9. Defendant **CONTINENTAL INSURANCE COMPANY** is a business organized and with its principal place of business in Puerto Rico or a state other than Florida and is the insurance carrier who issued a professional liability policy or other applicable insurance policy in favor of Pavía.
10. Defendant **DR. JOSE L. ZALDIVAR BORJAS** is a resident of Puerto Rico or a state other than Florida that evaluated and treated the patient when he arrived at the emergency department of Pavía Hospital.
11. Defendant **DR. BLASINI** is a resident of Puerto Rico or a state other than Florida that evaluated and treated the patient while at the emergency department of Pavía Hospital.

12. Defendant **DRA. ILEANA RIVERA ARTES** is a resident of Puerto Rico or a state other than Florida that evaluated and treated the patient when he arrived at the emergency department of Pavía Hospital.
13. Defendant **DR. ROBERTO RUIZ LOPEZ** (hereinafter “Dr. Ruiz”) is a citizen of Puerto Rico or a state other than Florida that became the attending physician after Frank Cátala Sr. presented at Pavía’s emergency department.
14. Defendant **DOE, ROE, SOE CONJUGAL PARTNERSHIPS** are conjugal partnership comprised of Defendant doctors and their spouses, unknown individuals.
15. Defendant **SINDICATO DE ASEGURADORES PARA LA SUSCRIPCIÓN CONJUNTA DEL SEGURO DE RESPONSABILIDAD MÉDICO-HOSPITALARIA** (hereinafter, “SIMED”) is a business organized and with its principal place of business in Puerto Rico or a state other than Florida and is the insurance carrier who issued a professional liability policy or other applicable insurance policy in favor of Defendants and/or unknown joint tortfeasors.
16. Upon information and belief, all defendant doctors are insured by **SIMED**.
17. Defendants **DOES I-X**, fictitiously named herein to be later replaced by the name which may become known through further discovery in this litigation, are individuals, business entities and/or corporations who are citizens of Puerto Rico or a state other than Florida, who caused and/or contributed through their own acts or omissions or the acts or omissions of their employees, agents, or assignees to the damages caused to Plaintiffs in this case, for which they are jointly and severally liable to Plaintiffs.
18. Defendants **ABC INSURANCE COMPANIES**, fictitiously named herein to be later replaced by their actual name/s which may become known through further discovery in this

litigation, issued insurance policies for medical malpractice to one or more of the Defendants.

### **GENERAL ALLEGATIONS**

19. On December 10, 2011, Frank Catala Sr. was rushed by ambulance to the Pava Hospital due to difficulty breathing and internal bleeding he was experiencing through his skin as a result from the Coumadin he was taking.
20. The patient arrived to the Pava Hospital with ambulance paramedics and his wife, Ivelisse Velez, at approximately 4:40 pm.
21. Patient was first examined and evaluated by a hospital nurse at 4:48 pm, who reported patient had difficulty breathing as chief complaint: BP 128/63; 100% oxygen saturation; pulse of 121.
22. The patient was examined, evaluated and treated by Dr. Zaldivar.
23. Dr. Zaldivar consulted with internal medicine doctor Dr. Ruiz.
24. Dr. Ruiz examined and evaluated patient and placed orders at approximately 5:00 pm. and left the patient in the emergency ward.
25. Shortly after the initial intervention, Patient was placed in a cubicle where he received sporadic nursing care.
26. Dr. Ruiz left the hospital premises, leaving his unstable, severely anemic and coagulopathic patient to the care of the other physicians and the nurse.
27. The nurses and doctors that treated the patient failed to conduct an adequate physical examination and assessment of the patient's condition, including medication he was taking (Coumadin), which was causing the coagulopathy and bleeding, as demonstrated in widespread bruising of his back, left leg and cyanotic tongue.

28. As the patient's condition worsened, the nurse repeatedly contacted Dr. Ruiz, who was not on premises and treated the patient by issuing telephone orders.
29. Due to oxygen deprivation, the patient began to suffer from agitated delirium, a typical symptom of the patient's condition, which was improperly and negligently handled by nursing and medical personnel.
30. Hospital nurses administered through telephone orders: Ativan, Benadryl and Haldol to the patient while at Pavía Hospital.
31. The administration of these drugs directly contributed to the cardiac failure of the patient.
32. Instead of treating patient for his immediate and pressing problem, patient was administered Lovenox and a CT scan was ordered to rule out pulmonary embolism.
33. Other physicians named in this complaint were available to treat the patient, but failed to adequately monitor, re-evaluate and timely treat patient Frank Sr.'s severe anemia and coagulopathy.
34. Dr. Rivera Artes and Dr. Blasini participated in the inadequate evaluation and treatment of the patient while on Pavía premises that day.

**FIRST CAUSE OF ACTION FOR  
NEGLIGENCE OF PAVÍA HOSPITAL AND ITS PERSONNEL**

35. The allegations contained above are incorporated by reference as if again fully set forth herein.
36. Defendant Pavía Hospital, through its acts or omissions, caused damage to Plaintiff through fault or negligence in violation of 31 L.P.R.A. §5141 and/or 31 L.P.R.A. §5142.
37. Defendant Pavía Hospital has an emergency department within its hospital premises.
38. Defendant Pavía Hospital, at the relevant times of this Complaint, operated or contracted to operate an emergency department within its premises.

39. Defendant Pavía Hospital has established policies, procedures and/or requirements for the operation of the emergency department on its premises.
40. Defendant Pavía Hospital supplies nursing, clerical, administrative, blood products and services and technical personnel to the emergency department.
41. Defendant Pavía Hospital derives revenue from the services provided at and by the emergency, surgery, blood bank and cardiology departments within its premises.
42. Defendant Pavía Hospital is liable for medical malpractice occurring at the emergency, cardiology, blood bank and on hospital floors located on its premises.
43. The treatment offered by Pavía Hospital, through its personnel, nurses, employees, doctors, agents and assignees, to Frank Cátala, Sr. 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 Frank Cátala, Sr.'s death and the ensuing damages to plaintiff, as described herein.
44. Defendant Pavía Hospital, through its personnel, nurses, employees, doctors, agents and assignees, failed to exercise the care and precautions required under the circumstances, lacked the required knowledge and medical skill and failed to timely have available the personnel and equipment necessary in order to prevent the damage and injuries to patient and, therefore, Plaintiff.
45. Defendant Pavía Hospital, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to initiate timely and appropriate therapeutic treatments required to address the respiratory, hematological and cardiovascular problems Frank Cátala, Sr. urgently needed to have treated.
46. Defendant Pavía Hospital, through its personnel, nurses, employees, doctors, agents and

assignees, negligently failed to properly examine, evaluate, monitor, recognize and ultimately treat the serious nature of the Mr. Catala, Sr.'s condition.

47. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, negligently and carelessly failed to provide Mr. Catala, Sr. with immediate and effective medical care to stabilize and treat the patient and avoid his death.

48. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, failed to provide timely and aggressive transfusions of blood and frozen plasma.

49. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, negligently and carelessly failed to timely treat or refer Mr. Catala, Sr. for immediate evaluation, consultation and intervention by qualified physicians.

50. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, failed to ensure proper medical and technical care for Mr. Catala, Sr. by its emergency, blood bank, respiratory and surgery departments.

51. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to contact and communicate the urgency and rapidly deteriorating condition of Frank Catala, Sr. with appropriate consultants on a timely basis.

52. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, failed to ensure proper emergency services were made available to Catala, Sr.

53. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to provide the medical treatment and equipment to timely provide the therapeutic treatments to prevent Mr. Catala, Sr.'s condition to further deteriorate, all of which caused his death.

54. At all times herein pertinent, Defendant Pava Hospital, through its executives, directors,

personnel, nurses, employees, doctors, agents and assignees was negligent in failing to provide the proper medical attention to Mr. Catala, Sr. in failing to provide the proper supervision of co-Defendants doctors 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 Plaintiff.

55. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, not only failed to adequately supervise the defendant physicians, but permitted the use of its facilities, allowing, encouraging, and condoning the negligent care and improper treatment of Mr. Catala, Sr., proximately and directly causing Plaintiffs' injuries.

56. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, offered medical services to its patients, but failed to staff its hospital with the medical personnel necessary to timely, appropriately, and safely treat its patients and ensure prompt intervention and treatment of the patient's coagulopathy.

57. In so doing, Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, misled those who sought full hospital treatment into thinking that they would be appropriately treated.

58. Defendant Pava Hospital, through its personnel, nurses, employees, doctors, agents and assignees, did not provide the timely services of persons capable of properly and effectively coordinating its emergency, respiratory therapy, blood bank and cardiology departments.

59. As a direct and proximate result of Pava Hospital'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 clinic with the medical personnel and personnel in charge of coordinating and communicating vital information necessary to appropriately treat such emergency

situations at Pavía Hospital, Pavía Hospital and its personnel negligently caused Plaintiffs the injuries as described herein.

60. As a direct and proximate cause of Defendant Pavía Hospital's acts or omissions, through its personnel, nurses, employees, doctors, agents and assignees, including its failure to properly treat Mr. Frank Cátala, Sr., Plaintiff sustained severe emotional injuries and other damages, including economic damages, as described below.
61. Pursuant to 31 L.P.R.A. §5142, Defendant Pavía Hospital is liable for the negligent acts or omissions of its personnel, agents, and employees including Drs. Zaldivar, Ruiz, Rivera and Blasini described herein.

**SECOND CAUSE OF ACTION -  
NEGLIGENCE OF DR. ZALDIVAR, DR. RUIZ, DR. RIVERA, DR. BLASINI**

62. The allegations contained above are incorporated by reference as if again fully set forth herein.
63. Defendants Dr. ZALDIVAR, DR. RUIZ, DR. RIVERA and Dr. BLASINI 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. ZALDIVAR, DR. RUIZ, Dr. BLASINI and Dr. RIVERA' treatment of patient Frank, Sr. 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.
65. At the time of the incidents giving rise to this Complaint, Defendant DR. RUIZ was the treating physician assigned by Pavía Hospital on the day Frank Cátala, Sr. was admitted to

the emergency room.

66. Defendants Dr. ZALDIVAR, DR. RUIZ, DR. BLASINI AND DR. RIVERA negligently and carelessly failed to properly intervene, examine, treat, monitor Frank Catala, Sr.'s medical condition.
67. Defendant doctors negligently and carelessly failed to provide Frank Catala, Sr. with proper attention and medical care despite the fact that patient Catala, Sr. had a serious hemorrhage requiring emergency intervention, including immediate blood and/or plasma transfusions.
68. Defendant doctors negligently and carelessly failed to provide patient Catala with the necessary medical care to save his life, and instead allowed crucial time to lapse and the patient to die.
69. Defendant doctors negligently and carelessly failed to ensure that other specialist promptly intervene with patient Frank Catala, Sr.
70. Defendant doctors negligently and carelessly failed to provide proper care of patient Frank Catala Sr., by failing to intervene immediately with his emergency medical condition.
71. Defendant doctors 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 appropriately intervene, examine, or treat Mr. Frank Catala, Sr.
72. In so doing, Defendant doctors committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the injuries and damages suffered by Plaintiff, particularly for pain and suffering and the loss of Mr. Frank Catala, Sr., as detailed herein.
73. As a direct and proximate cause of Defendant doctors' acts or omissions, including their

failure to properly treat Mr. Frank Catala Sr., Plaintiff sustained severe emotional and economic damages, as described below.

**THIRD CAUSE OF ACTION -  
AGAINST CONJUGAL PARTNERSHIPS**

74. The allegations contained above are incorporated by reference as if again fully set forth herein.
75. Upon information and belief, at the time of the events described in this complaint, Defendants Dr. ZALDIVAR, DR. RUIZ DR. BLASINI AND DR. RIVERA were married, without marriage capitulations and had a Conjugal Partnership with their respective spouses.
76. The activities by which Defendants Dr. ZALDIVAR, DR. RUIZ, DR. BLASINI AND DR. RIVERA caused Plaintiffs' damages were activities which benefitted their respective conjugal partnerships, referred to herein as Zaldivar-Doe Conjugal Partnership, Ruiz-Roe Conjugal Partnership, Blasini-Soe and Rivera-Moe Conjugal Partnership, as Plaintiffs lack information as to the actual names of the respective spouses.
77. As such, each conjugal partnership is jointly and severally liable to all Plaintiffs for the damages caused by Defendants Dr. ZALDIVAR, DR. RUIZ DR. BLASINI AND DR. RIVERA.

**FOURTH CAUSE OF ACTION -  
SIMED AND CONTINENTAL INSURANCE CO.**

78. The allegations contained above are incorporated herein by reference as if again fully set forth.
79. Defendants SIMED and Continental Insurance Co., were, at all times herein pertinent, insurance companies authorized to do business as such in the Commonwealth of Puerto Rico which issued public liability and/or malpractice insurance policies and/or other applicable

insurance on behalf of Defendants, Dr. ZALDIVAR, DR. RUIZ, DR. BLASINI AND DR. RIVERA .

80. Pursuant to 26 P.R. Laws Ann. § 2001, Defendants SIMED and Continental Casualty Insurance Co. are 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 Defendants SIMED and Continental Insurance Co.

### **DAMAGES**

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

83. As a direct and proximate result of the negligent acts and omissions of the Defendants, Plaintiff has suffered mental, emotional, and economic damages.

84. As a direct and proximate result of the negligent acts and omissions of the Defendants, Mr. Frank G. Cátala Vélez, at the age of 21 years old, has lost his much loved father.

85. As a result of the professional negligence, lack of expertise, fault and malpractice of all Defendants, Plaintiff lived through the extraordinary pain and suffering of knowing his much loved father remained unattended, developing difficulty breathing, anxiety, bleeding and suffocating to death, while none of the defendants provided adequate and lifesaving medical care, resulting in an untimely death.

86. Frank G. Cátala Velez was only twenty one (21) years old when his father died.

87. Frank Cátala, Sr. and Plaintiff had a close and special father-son relationship.

88. Father and son loved to work together and spend time together and were in close contact.

89. In losing Mr. Frank Cátala Sr., Plaintiff not only lost his father, but also a friend and confidant.

90. Plaintiff has suffered dearly the loss of his father, whom he will not be able to share the special moments in his life.
91. As a direct and proximate result of the negligence of all Defendants, Plaintiff will no longer have the joy of having his father, Frank Catala Sr, with him, or otherwise enjoy the irreplaceable pleasures and value of his father Frank’s company and advice.
92. As a direct and proximate result of the negligence of all Defendants, Plaintiff will continue to suffer the irreparable loss of his father.
93. As a direct and proximate result of the negligence of all Defendants, Mr. Frank Catala, Sr. suffered in agony and, eventually, a painful and untimely death, a cause of action which Plaintiff inherits as Mr. Frank Catala’s heir under Puerto Rico law.
94. Plaintiff, as his father’s heir, represents Mr. Frank Catala, Sr.’s heirs, comprised of two persons: himself and his minor sister M.C.V.
95. Frank Catala, Sr.’s pain and suffering has a reasonable value of no less than **ONE MILLION DOLLARS (\$1,000,000)**.
96. Plaintiff’s emotional damages as a result of the needless and premature death of his beloved father have a reasonable value of no less than **TWO MILLION DOLLARS (\$2,000,000)**.
97. As a direct and proximate result of the negligent acts and omissions of the Defendants, plaintiff has suffered economic damages, including but not limited to loss of support, which have a reasonable value of no less than **ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00)**.
98. The total damages suffered by Plaintiff and those suffered by his father, which cause of action he inherits, have a reasonable value in excess of **THREE MILLION ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$3,150,000.00)**, including, but not

limited to Plaintiff's own, past and future mental and emotional pain and suffering, as well as the inherited pain and suffering experienced by his father, as described above.

99. Plaintiffs demand trial by jury.

**WHEREFORE**, Plaintiffs demand judgment against Defendants jointly and severally, in the amount of no less than **THREE MILLION ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$3,150,000.00)**, as well as costs incurred, reasonable attorneys' fees, and such other and further relief as may seem just and proper under the circumstances to this Honorable Court.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico this 9th day of November, 2012.

**INDIANO & WILLIAMS, P.S.C.**  
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