

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

JULIE YASAKI AND GENICHIRO YASAKI

Plaintiffs,

v.

ACE INSURANCE COMPANY, MELIA
INTERNATIONAL HOTELS, PUERTO RICO,
INC., d/b/a GRAN MELIÁ PUERTO RICO GOLF
RESORT; AON RISK OF PUERTO RICO, INC.;
ABC INSURANCE COMPANIES; and DOES I-X.

Defendants.

CIVIL NO. 13 – 1946 ()

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

JURY TRIAL DEMANDED

COMPLAINT

TO THE HONORABLE COURT:

APPEARS NOW the Plaintiffs Julie Yasaki and Genichiro Yasaki (hereinafter referred to as “Plaintiffs”), through the undersigned counsel, and hereby state, allege, and request as follows:

JURISDICTIONAL BASIS

1. This case is based upon diversity jurisdiction under 28 U.S.C. §1332.
2. Plaintiffs’ and Defendants’ citizenship is completely diverse and the matter in controversy exceeds the sum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00), exclusive of interest and costs.
3. 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

4. Plaintiff **JULIE YASAKI** (hereinafter “Mrs. Yasaki”) is of legal age, a citizen, and resident of the state of North Carolina.
5. Plaintiff **GENICHIRO YASAKI** (hereinafter “Mr. Yasaki”) is of legal age, a citizen of Japan, and a legal resident of the state of North Carolina.
6. Defendant **MELIÁ INTERNATIONAL HOTELS, PUERTO RICO d/b/a GRAN MELIÁ PUERTO RICO GOLF RESORT** is a domestic corporation or business entity organized or operating under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico or a state other than North Carolina, which owns, operates, and/or manages the hotel, resort, property, restaurants and facilities known as the Gran Meliá Puerto Rico Golf Resort/or Gran Meliá Puerto Rico (together herein after referred to as “Gran Meliá”) in Rio Grande, Puerto Rico.
7. Defendant **AON RISK OF PUERTO RICO, INC.** (hereinafter “AON”) is a corporation or business entity organized or operating under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico or a state other than North Carolina, which provided insurance to one or more Defendant for the damages claimed herein.
8. Defendant **ACE INSURANCE COMPANY** (hereinafter “ACE”) is a corporation or business entity organized or operating under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico or a state other than North Carolina, which provided insurance to one or more Defendant for the damages claimed herein.

9. Defendant **ABC INSURANCE COMPANY** is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico, which insured one or more defendant for the damages claimed herein.
10. Defendant **DOES I-X** are individuals, corporations, or entities that are citizens of Puerto Rico or a state other than North Carolina who are unknown, who own, operate, or manage the Gran Meliá Puerto Rico in Río Grande, P.R. or otherwise caused Plaintiffs' damages are jointly and severally liable amongst themselves of the named defendants for Plaintiffs' damages.

GENERAL ALLEGATIONS

11. On December 28th 2012, Ms. Yasaki and Mr. Yasaki visited Puerto Rico and stayed at the Gran Meliá Puerto Rico Golf Resort.
12. On January 1st, 2013, while walking on the hotel property near the Red Level pool, Mrs. Yasaki fell into an unmarked drainage ditch and injured her right foot.
13. There were no signs, ropes, or lighting identifying the drainage ditch or otherwise warning hotel guests of the dangerous conditions on the grounds.
14. As a result, Mrs. Yasaki was taken to the front gate security area via golf cart to await an ambulance.
15. At the gate security area, Plaintiffs met the night manager of the hotel, who was familiar with the dangerous and unmarked drainage ditch and who proceeded to tell Plaintiffs that all expenses would be paid by the hotel.
16. Mrs. Yasaki was taken by ambulance to a hospital where she sat, unattended in a hallway, for over three hours with no medical treatment or pain medication.

17. Through the intervention of several other patients' relatives, Mrs. Yasaki was finally taken to receive x-rays.
18. Two hours after the x-rays were taken, a doctor diagnosed Mrs. Yasaki with a sprained ankle.
19. A soft sprint was applied to the injured ankle, which increased the pain.
20. The pain was so intense that Mrs. Yasaki could not bear any weight on her foot and left Puerto Rico using a wheelchair and crutches.
21. Despite Mrs. Yasaki's visible pain, Gran Meliá, through their employees, agents, representatives, and sub-contractors, failed to provide proper medical care to Mrs. Yasaki.
22. The pain made it very difficult for Mrs. Yasaki to walk or to perform everyday life functions.
23. Upon returning home to North Carolina, Mrs. Yasaki attended an appointment with an orthopedic doctor.
24. The orthopedic doctor looked at the x-rays taken at the Puerto Rican hospital and immediately diagnosed Mrs. Yasaki with a broken cuboid bone in her right foot in addition to the sprained ankle.
25. Additional x-rays confirmed the diagnosis and Mrs. Yasaki was placed in a cast and was ordered to not put any weight on her right foot.
26. As a result of Mrs. Yasaki's injury, she was unable to drive for three months.
27. As a result, Mr. Yasaki had to drive Mrs. Yasaki to work every day for three months, a thirty (30) minute drive one-way.

28. As a result, Mr. Yasaki lost significant time at his own job and Mrs. Yasaki's vehicle was subjected to extra wear and tear because of the extra mileage required.
29. As a result of Mrs. Yasaki's injuries, Plaintiffs have undergone significant medical expenses.
30. Mrs. Yasaki continues to suffer from pain and swelling and is undergoing bi-weekly laser treatments to help that pain and swelling.
31. Mrs. Yasaki's gait is altered and at sometimes she walks with a pronounced limp.
32. Mrs. Yasaki's pain and suffering because of the injury to her right foot was wholly caused by the negligence of the Gran Meliá.
33. In addition to Mrs. Yasaki's physical injuries, Plaintiffs have experienced emotional and mental pain and suffering as a direct result of Defendants' negligence.
34. Plaintiffs have suffered economic damages as a direct result of Mrs. Yasaki's injuries, including but not limited to past and future medical expenses.
35. Mr. Yasaki's damages include witnessing his wife's pain and suffering since the time of the accident , accommodation of her injuries, and the negative impact on his career and earning capacity given his inability to fully schedule or attend business trips away from home during the months of January-March 2013.

FIRST CAUSE OF ACTION -
NEGLIGENCE OF GRAN MELIÁ

36. The allegations contained above are incorporated by reference as if again fully set forth herein.
37. Gran Meliá, through the various acts or omissions of its employees, representatives, directors, sub-contractors, licensees, or agents, caused damage to

Plaintiffs through fault or negligence in violation of 31 PR. Laws Ann. 5141 and 5142 (Articles 1802 and 1803 respectively).

38. Gran Meliá, through its employees, representatives, directors, sub-contractors, licensees, or agents, owed a duty to Plaintiffs to provide a safe property free from dangerous conditions or defects.
39. Gran Meliá, through its employees, representatives, directors, sub-contractors, licensees, or agents, owed a duty to Plaintiffs to adequately and properly train all employees and staff to prevent, identify, and remedy dangerous conditions at the Gran Meliá.
40. Gran Meliá, through its employees, representatives, directors, sub-contractors, licensees, or agents, knew or should have known that the Gran Meliá contained a drainage ditch which constituted a dangerous condition on January 1st, 2013 in the pool area.
41. Gran Meliá, through its employees, representatives, directors, sub-contractors, licensees, or agents, breached their duty to Plaintiffs by failing to properly design, inspect, maintain, or otherwise keep the Gran Meliá free from dangerous conditions and unwanted drainage ditches in the area pool area.
42. As a direct and proximate result of Gran Meliá's breach of their duty of care, Mrs. Yasaki was injured causing Plaintiffs to suffer physical, emotional, mental, and economic damages.

**SECOND CAUSE OF ACTION -
AON AND ACE**

43. The allegations contained above are incorporated by reference as if again fully set forth herein.
44. Upon information and belief, Defendants AON and ACE issued one or more insurance policies on behalf of Gran Meliá for the period including December 2012 and January 2013.
45. Upon information and belief, the policies provide coverage for damages caused at the Gran Meliá and/or coverage for the negligence of the owners, operators, and/or managers of the Gran Meliá and/or coverage for the negligence of the employees, representatives, directors, sub-contractors, licensees, or agents of the Gran Meliá.
46. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
47. Defendants AON and ACE are directly liable for the negligence or fault of its insured(s), which caused Plaintiffs' damages, or for the damages caused on Gran Meliá property or as the terms of the insurance policies that were issued by AON and/or ACE.
48. 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.

THIRD CAUSE OF ACTION -
ABC INSURANCE COMPANY

49. The allegations contained above are incorporated by reference as if again fully set forth herein.
50. Defendant ABC Insurance Company was, at the time herein pertinent, authorized

to do business as such in Puerto Rico, and issued an insurance policy on behalf of Defendants or another tortfeasor.

51. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
52. 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.
53. As a result, Defendant ABC Insurance Company is liable to Plaintiffs for the damages caused to them by Defendants or another tortfeasor.

**FORTH CAUSE OF ACTION -
DOES I-X**

54. The allegations contained above are incorporated by reference as if again fully set forth herein.
55. Defendant Does I-X caused damages to Plaintiffs through fault or negligence in violation of 31 L.P.R.A. §5141.
56. Defendant Does I-X are jointly and severally liable for the damages caused to Plaintiffs.

DAMAGES

57. The allegations contained above are incorporated by reference as if again fully set forth herein.
58. As a result of the negligent acts or omissions of Defendants, Mrs. Yasaki has suffered physical, emotional, mental, and economic damages.
59. As a result of the negligent acts or omissions of Defendants, Plaintiffs have suffered economic damages including but not limited to special damages under

Rule 9(g) for medical expenses for medications, doctor visits, medical equipment, rehabilitation therapy, lost travel expenses, and loss of earnings, which have a reasonable value of no less than **SIXTYNINE THOUSAND DOLLARS** (\$69,000.00).

60. Plaintiff Mrs. Yasaki's physical, emotional, and mental damages as a result of the injuries sustained, including but not limited to past and future medical expenses in excess of **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000.00).

61. Plaintiff Mr. Yasaki's emotional and mental damages as a result of the incident and injuries suffered to his wife Mrs. Yasaki have a reasonable value of no less than **TWO HUNDRED AND FIFTY THOUSAND DOLLARS** (\$250,000.00).

TRIAL BY JURY DEMANDED

62. Plaintiffs hereby demand trial by jury.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, in the amount of no less than **EIGHT HUNDRED NINETEEN THOUSAND DOLLARS** (\$819,000.00) plus costs incurred, reasonable attorneys' fees, and such other and further relief as to this Honorable Court may seem just and proper under the law.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 23rd day of December 2013.

Plaintiffs Counsel:

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