

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

LUIS ALBERTO ILDEFONSO

Plaintiff,

vs.

**INTEGRATED EMERGENCY MEDICAL
SERVICES & MANAGEMENT OF RIO
GRANDE INC.; DR. IVETTE Pérez, DR.
IVETTE PEREZ'S CONJUGAL
PARTNERSHIP WITH JOHN DOE Pérez,
SIMED; ABC INSURANCE COMPANIES;
JAMES ROE JOINT TORT FEASORS,**

Defendants

CIVIL NO. 11-1711

**TORT ACTION FOR MEDICAL
MALPRACTICE.**

TRIAL BY JURY DEMANDED

COMPLAINT

TO THE HONORABLE COURT:

_____ **APPEARS NOW** the Plaintiff in this action, through the undersigned attorney, and respectfully states, alleges and prays as follows:

JURISDICTIONAL BASIS AND VENUE

1. Luis Alberto Ildefonso, is a domiciliary and resident of the state of Florida.
2. All defendants are domiciled, incorporated or with principle place of business in Puerto Rico or in another 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. Puerto Rico is the proper venue since it is where a substantial part of the events or omissions giving rise to the claim occurred.

THE PARTIES

5. Plaintiff, LUIS ALBERTO ILDEFONSO, is the step son of patient Ramón Morell.
6. Co-Defendant, Integrated Emergency Medical Services & Management of Rio Grande, Inc. is a corporation with its principal place of business in Puerto Rico which operates under the name of IEMS & M of Rio Grande.
7. Defendant Integrated Emergency Medical Services & Management of Rio Grande d.b.a. IEMS & M of Rio Grande, (hereinafter “Integrated Emergency”) has an emergency facility in Rio Grande, Puerto Rico, wherein it provides its patients with emergency medical services.
8. Defendant Sindicato de Aseguradores para la Suscripción Conjunta de Seguros de Responsabilidad Profesional Médico-Hospitalaria (hereinafter “SIMED”) is an insurance company that insures some of the defendants.
9. Defendant Dr. Ivette Pérez (hereinafter Dr. Pérez) is a physician, practicing medicine in Puerto Rico, who provided medical treatment to Ramon Morell at Integrated on September 25, 2010.
10. Upon information and belief Dr. Ivette Pérez married Mr. John Doe-Pérez prior to September 25, 2010.
11. At the time of the incident, Dr. Pérez was married to Mr. John Doe-Pérez and together formed a conjugal partnership.
12. Defendants ABC are insurance companies whose names are presently unknown; they are

insurance companies organized, existing, and with their principal places of business in P.R. or a state or territory other than Florida, which insure defendants.

13. Defendants James Roe are unknown joint tortfeasors, 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 therefore liable to Plaintiff in whole or in part for the actions herein described and the damages suffered by Plaintiff.

GENERAL ALLEGATIONS

14. Pursuant to 26 L.P.R.A. §2001 (1976), 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.
15. Pursuant to 26 L.P.R.A. §2003 (1976), an action against an insurer may be brought separately or may be joined with an action against its insured.
16. Pursuant to Puerto Rico Law, conjugal partnerships and spouses are liable for the damages caused by the other spouse while engaging in those activities which benefit the conjugal partnership.
17. On September 25, 2010, Ramón Morell was taken by his wife Perfecta Ildefonso, niece Awilda Ildefonso and nephew in law, Julian Marquez Rosado to Integrated Emergency due to difficulty breathing.
18. Due to remodeling being done in the front of the emergency facility, emergency patients and their family were directed to the back of the facility where the ambulances pull up to leave the patients.
19. Although Ramón Morell arrived at Integrated Emergency at approximately 10:30am with

- an emergency medical condition, he was not seen promptly but relegated to a waiting area.
20. As the patient Morell continued to physically deteriorate, the patient's family members continued to request nursing and medical personnel to come see and treat Mr. Morell, but none came forth.
 21. An Integrated Emergency employee insisted on patient Morell staying in the waiting area in spite of the family members' repeated request for immediate treatment.
 22. At 11:20am, almost an hour after arrival, a triage nurse finally came out to the reception area and assessed the patient's blood gas level which revealed oxygen saturation at 44%, where the normal value is over 90%.
 23. The nurse returned to the medical area to call the emergency room physician, Dr. Ivette Pérez.
 24. Dr. Ivette Pérez eventually came out to waiting area and finally saw the patient, who was in severe respiratory distress and only ordered the administration of 3 liters of oxygen.
 25. Dr. Pérez failed to order BiPap or entubation for Mr. Morell's treatment of severe respiratory distress.
 26. Mr. Morell arrested at 12 noon according to the medical record and epinephrine and atropine were ordered and CPR administered between 12:15pm and 12:35pm.
 27. Mr. Morell was declared dead at 12:45pm and the family was notified at 1:40 pm.
 28. At 3:00 pm Mr. Morell's corpse was handed to the family.
 29. At all times material hereto, Defendant Dr. Pérez was a physician allowed to practice medicine in Puerto Rico and specifically at Integrated Emergency's facility in Rio Grande.

30. At all times material hereto, Dr. Pérez was the doctor in charge at Integrated Emergency on September 25, 2010.

FIRST CAUSE OF ACTION AGAINST CO-DEFENDANT DR. Pérez

31. The preceding allegations are included herein as if restated in full.
32. Co-Defendant Dr. Pérez's evaluation and treatment of patient Ramón Morell 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 Morell's condition to worsen by failing to promptly attend to this patient and appropriately evaluate and treat, which contributed to Morell's death.
33. Co-Defendant Dr. Pérez knew or should have known that the respiratory distress if not promptly and adequately treated would continue to worsen and lead to respiratory arrest and death.
34. Co-Defendant Dr. Pérez knew or should have known that the continued respiratory insufficiency if not timely treated would lead to respiratory arrest and cardiac arrest and his patient's death.
35. Co-Defendant Dr. Pérez failed to timely administer proper positive pressure to adequately reverse the respiratory distress, instead she ordered the administration grossly insufficient respiratory care.
36. In so doing, Co-Defendant Dr. Pérez committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the pain and suffering of Morell before he died, as well as Plaintiff's pain and suffering.

37. As a direct and proximate cause of Co-Defendant Dr. Pérez's negligence in failing to timely and properly evaluate and treat patient Morell during his admission at INTEGRATED EMERGENCY, which subsequently caused Morell's condition to deteriorate causing his death, Plaintiff sustained damages, as described herein.
38. As a direct and proximate cause of Co-Defendant Dr. Pérez's negligence in failing to ensure that nurses and/or facilities technicians timely evaluated and treated Mr. Morell who was left unattended in the waiting area of INTEGRATED EMERGENCY, which subsequently caused Morell's condition to deteriorate causing his death, Plaintiff sustained damages, as described herein.

SECOND CAUSE OF ACTION AGAINST THE CONJUGAL PARTNERSHIP COMPRISED BETWEEN CO-DEFENDANT DR. Pérez AND HER HUSBAND, MR. Pérez

39. The preceding allegations are included herein as if restated in full.
40. The activities by which Co-Defendant Dr. Pérez caused Morell and Plaintiff's damages were activities which benefitted Co-Defendant Conjugal Partnership comprised by Dr. Pérez and her husband, Mr. John Doe-Pérez, referred to herein as such for lack of information as to her real name.
41. As such, this Conjugal Partnership and Mr. John Doe-Pérez are jointly and severally liable to Plaintiff for the damages caused by Co-Defendant Dr. Pérez.

THIRD CAUSE OF ACTION AGAINST CO-DEFENDANT INTEGRATED EMERGENCY

42. The preceding allegations are included herein as if restated in full.

43. Co-Defendant INTEGRATED EMERGENCY in Rio Grande, received patient through its emergency department and assigned Dr. Pérez to the care of patient Morell.
44. Dr. Pérez provided substandard medical care to patient leading unnecessarily to patient's death and Plaintiff's damages.
45. Co-Defendant INTEGRATED EMERGENCY, through its acts or omissions caused damage to Plaintiff through fault or negligence in violation of 31 L.P.R.A. §5141-42.
46. Co-Defendant INTEGRATED EMERGENCY failed to provide Ramón Morell with a medical attention that satisfied the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching, and acceptable health care, as measured by the standards of the profession, and to protect Morell from physical, mental or emotional harm while he was in their care.
47. Co-Defendant INTEGRATED EMERGENCY, through the negligent acts or omissions of its doctors, nurses and staff, breached its duty to provide Morell with acceptable health care, including access to prompt medical/nursing evaluation and treatment while in their facilities, as measured by the standards of the profession, and to protect him from physical, mental, and emotional harm while he was in their care.
48. At all times herein pertinent, Co-Defendant INTEGRATED EMERGENCY, and its employees were negligent in failing to provide the proper selection, supervision of Co-Defendant Dr. Pérez, and also the nursing and administrative personnel it employs or contracts, and otherwise failing to exercise due medical care, treatment and caution to prevent Morell' death and plaintiff's damages.

49. Co-Defendant INTEGRATED EMERGENCY contracted the services of Co-Defendant Dr. Pérez to provide Morell with timely nursing and medical services and, thus is liable for any and all negligent acts committed by the physician and its medical and non medical personnel.
50. Co-Defendant INTEGRATED EMERGENCY not only failed to adequately select its nursing and medical provider, but permitted the use of its facilities, allowing, encouraging and condoning the negligent care and improper treatment of Morell, directly causing and/or contributing to his death and Plaintiff's pain and damages.
51. INTEGRATED EMERGENCY offered medical services to its patients 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 also failed to staff its clinic-hospital with the adequate medical personnel and equipment to appropriately monitor and timely treat patient Morell.
52. In so doing, INTEGRATED EMERGENCY misled those who sought full hospital treatment into thinking that they would be appropriately treated.
53. As a direct and proximate result of the negligent acts or omissions of Co-Defendant INTEGRATED EMERGENCY, through its agents, Morell did not receive the adequate medical treatment or care, including, but not limited to, prompt evaluation and adequate administration of prompt respiratory care, monitoring patient's condition and obtaining timely intervention by other medical specialists.
54. As a direct and proximate cause of the negligent acts or omissions of Co-Defendant INTEGRATED EMERGENCY, through its agents, including the delay in treating Mr. Morell and adequately treating and stabilizing him in order to transfer him to an institution,

better equipped for treating a patient such as Mr. Morell, Plaintiff sustained damages as described herein.

55. The inadequate medical treatment and care from Co-Defendant INTEGRATED EMERGENCY was a direct and proximate cause of Morell' death and Plaintiff's damages.

FOURTH CAUSE OF ACTION AGAINST CO-DEFENDANT SIMED AS INSURER FOR DR. Pérez AND OR INTERGRATED EMERGENCY

56. Defendant, "Sindicato de Aseguradores para la Suscripción Conjunta de Seguro de Responsabilidad Profesional Médico-Hospitalaria", known as "SIMED", issued an insurance policy covering Dr. Pérez and/or Integrated Emergency for this type of claim of medical negligence.

57. Pursuant to 26 P.R. Laws Ann. §2001, an insurance company is liable for the negligence or fault of its insured.

58. 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.

59. Therefore, Co-Defendant SIMED is jointly and severally liable to Plaintiff for the damages caused to them by Co-Defendant Dr. Pérez and/or Integrated Emergency.

FIFTH CAUSE OF ACTION AGAINST ABC INSURANCE COMPANIES AS INSURER FOR INTEGRATED EMERGENCY OR OTHER JOINT TORTFEASORS

60. The preceding allegations are included herein as if restated in full.

61. Co-Defendant ABC Insurance Companies on behalf of Co-Defendant INTEGRATED EMERGENCY were, at all times herein pertinent, insurance company authorized to do business as such in the Commonwealth of Puerto Rico which issued public liability and/or malpractice insurance policies.

62. Pursuant to 26 P.R. Laws Ann. §2001, an insurance company is liable for the negligence or fault of its insured.
63. 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.
64. Therefore, Co-Defendants ABC Insurance Companies are jointly and severally liable to Plaintiff for the damages caused to him by Co-Defendants INTEGRATED EMERGENCY and unknown joint tortfeasors.

SIXTH CAUSE OF ACTION AGAINST JAMES ROE OR ANY UNKNOWN JOINT TORTFEASORS AND DEF INSURANCE COMPANIES

65. The preceding allegations are included herein as if restated in full.
66. Co-Defendants James Roe and any unknown joint tortfeasors acted, or failed to act, negligently in carrying out their duties and functions as owners, suppliers, administrators, subcontractors, security personnel or company, thereby affecting the medical services offered and supplied by Co-Defendant INTEGRATED EMERGENCY and DR. Pérez to Plaintiff.
67. Their fault and negligence contributed to the negligent and inadequate services given to Plaintiff, which in turn caused the damages herein specified to him, and are thus jointly and severally liable to Plaintiff.
68. Co-Defendant DEF Insurance Companies on behalf of John Roe, James Roe and any unknown joint tortfeasors 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.

69. 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.
70. Therefore, Co-Defendants DEF Insurance Companies are jointly and severally liable to Plaintiff for the damages caused to them by Co-Defendants John Roe, James Roe and any unknown joint tortfeasors.

DAMAGES

71. The preceding allegations are included herein as if restated in full.
72. As a direct and proximate result of the acts or omissions of all the Defendants, Plaintiff suffered knowing how his father Ramón Morell suffered an extremely painful ordeal, essentially slowly suffocating to his death.
73. As a direct and proximate result of the acts or omissions of all the Defendants, Plaintiff has suffered damages, including but not limited to, mental anguish and ongoing pain and suffering for the loss of his father, Ramón Morell.
74. As a direct and proximate result of the acts or omissions of Defendants, Plaintiff has lost his father Ramón Morell, who he loved very much, was very close to and who he kept in contact with regularly.
75. As a direct and proximate result of the acts or omissions of Defendants, Plaintiff has been deprived of the irreplaceable pleasure and value of Ramón's love, companionship, advice and will continue to experience that loss each and every day for the rest of his life.
76. As a direct and proximate result of the acts or omissions of Defendants, Plaintiff has been deprived of the joy Ramón brought him and is haunted knowing that his suffering and death was totally preventable if the adequate medical treatment had been timely executed.

