

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

LUZ MIRIAM TORRES, GENNIFER NEGRON, YANIRA  
TORRES-CRUZ, AGNES SANTOS AND CRYSTAL  
TORRES

Plaintiffs,

v.

MENNONITE GENERAL HOSPITAL, INC. dba:  
HOSPITAL MENONITA CIDRA and HOSPITAL  
MENONITA CAYEY; ABC INSURANCE CO., INC; DR.  
RUBEN MENDEZ BENABE; DR. YESSI CARABALLO  
LOPEZ; DR. ANTONIO A. REYES VIZCARRONDO; DR.  
SONIA M. CORREA MARA; DR. ERIC AVILES; DR.  
OMAR NIEVES EFG INSURANCE CO., INC 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..

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 :**

**APPEAR NOW** the Plaintiffs , LUZ MIRIAM TORRES, GENNIFER NEGRON, YANIRA  
TORRES-CRUZ, AGNES SANTOS AND CRYSTAL TORRES (hereinafter referred to as  
"Plaintiffs" ), through the undersigned counsel, and hereby states, alleges, and requests  
as follows:

**JURISDICTIONAL BASIS**

1. Plaintiffs are domiciliaries and residents of the state of Connecticut for more than  
twenty five (25) years.

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 Connecticut.
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. Plaintiffs **LUZ MIRIAM TORRES, GENNIFER NEGRON, YANIRA TORRES-CRUZ, AGNES SANTOS AND CRYSTAL TORRES** are the widow and daughters (respectively) of patient Ivan A. Torres Vicente.
5. Co-Defendant, **MENNONITE GENERAL HOSPITAL, INC. (hereinafter referred to as MGH)** is a corporation organized under the laws of the Commonwealth of Puerto Rico, registration number 8394, located at Carr. 14 KM 12.1., Barrio Rincon Sector Lomas, Cayey, P.R. 00737, with its principal place of business in Puerto Rico.
6. MGH also does business as **(d.b.a.) Mennonite Hospital Cidra and Mennonite Hospital Cayey** (hereinafter referred to also as “MENNONITE HOSPITAL CIDRA, MENNONITE HOSPITAL CAYEY”).
7. Co-Defendant **ABC INSURANCE** 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 Connecticut, which has issued insurance policy(ies) for medical, technical and nursing malpractice on behalf of Co-Defendant MENNONITE GENERAL HOSPITAL INC. as well as for MENNONITE

HOSPITAL CIDRA AND MENNONITE HOSPITAL CAYEY for the acts or omissions described herein, encompassing the relevant period of time.

8. **DRA. YESSI CARABALLO LOPEZ (hereinafter Dra. Caraballo or Dr. Caraballo)** is a physician practicing medicine at Co-Defendant MGH's MENNONITE HOSPITAL CIDRA, who provided medical attention to Ivan Torres at such facility in Cidra, P.R. on December 12, 2011.
9. **MGH** owns, operates and/or controls, among other hospital facilities, MENNONITE HOSPITAL CIDRA AND MENNONITE HOSPITAL CAYEY.
10. **DR. RUBEN MENDEZ BENABE** (hereinafter referred to as "Dr. Mendez") is an emergency department physician afforded privileges to practice medicine at Co-Defendant MGH's facility in Cidra and who provided medical attention to Ivan Torres on December 12, 2011.
11. **DR. ANTONIO A. REYES VIZCARRONDO** (hereinafter referred to as "Dr. Reyes") is a physician afforded privileges to practice medicine at Co-Defendant MGH's facility in Cayey, and who provided medical attention to Ivan Torres.
12. **DRA. SONIA M. CORREA MARA** (hereinafter referred to as "Dra. Correa" or "Dr. Correa") is a physician afforded privileges to practice medicine at Co-Defendant MGH's facility in Cayey, and who provided medical attention to Ivan Torres.
13. **DR. ERIC AVILES** (hereinafter referred to as "Dr. Aviles") is a physician afforded privileges to practice medicine at Co-Defendant MGH's facility in Cayey, and who provided medical attention to Ivan Torres.

14. **DR. OMAR NIEVES** (hereinafter referred to as “Dr. Nieves”) is a physician afforded privileges to practice medicine at Co-Defendant MGH’s facility in Cayey, and who provided medical attention to Ivan Torres.
15. 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 Connecticut, which has issued an insurance policy(ies) on behalf of one or more codefendants for the acts or omissions described herein, encompassing the relevant period of time.
16. 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.
17. 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.
18. 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 Connecticut, 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.

19. 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 Connecticut, 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. .
20. 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.
21. 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**

22. On December 11, 2011, at approximately 4:00 a.m., 49-year-old Ivan A. Torres Vicente (hereinafter "Ivan" or "patient") was taken to the emergency department of Mennonite Hospital in Cidra.
23. It was reported by triage nurse that Ivan was experiencing difficulty breathing, cough, anxiety and chest tightness.
24. Dr. Mendez performed a cursory evaluation and ordered a laboratory panel to include cardiac enzymes.
25. At that time, the diagnostic impression was Acute Coronary Syndrome, Shortness of Breath, Acute Bronchospasm and Atypical Chest Pain.

26. There was an undue delay in the carrying out and processing of the blood and other tests ordered.
27. Abnormal electro cardiogram (ECG) readings were recorded at 5:58 am.
28. Abnormal blood results exceeding panic values were reported at 8:05 am.
29. Laboratory values revealed a massive myocardial infarction in evolution including hyperglycemia and hypokalemia.
30. Dr. Mendez disappeared for hours and Dr. Caraballo was in charge of monitoring and treating the patient.
31. Dr. Caraballo informed the patient and family that Dr. Mendez had not concluded his report and she was waiting for Dr. Mendez to do so before proceeding with treatment.
32. Ivan Torres languished for hours at emergency department of the Mennonite Hospital Cidra and was not provided with adequate and essential medical treatment.
33. At 12:50 pm Dr. Mendez finally ordered Ivan's transfer to Mennonite Hospital in Cayey.
34. Neither Dr. Mendez nor Dr. Caraballo took the adequate and necessary steps to ensure their patient, Ivan, would be promptly and adequately treated for ACS at the facility they selected to transfer him.
35. Ivan departed Mennonite Hospital in Cidra by ambulance at approximately 1:20 pm and arrived at Mennonite Hospital in Cayey at approximately 1:48 pm.

36. The patient's transfer summary noted that the patient did in fact have acute coronary syndrome, bronchospasm and questionable early congestive heart failure.
37. Patient was admitted to the clinical care of Dr. Antonio Reyes Vizcarrondo.
38. There was no immediate evaluation by a cardiologist, catheterization or other required treatment performed on the patient.
39. The patient was specifically transferred to Mennonite Hospital Cayey for treatment of the ongoing Acute Coronary Syndrome, yet he was never evaluated by a cardiologist all day.
40. Patient was not evaluated until 6:00 pm by Dr. Reyes, who is not a cardiologist.
41. No systemic anticoagulation with heparin or low molecular weight dextran was started without the benefit of immediate cardiac catheterization.
42. Patient complained of persistent difficulty breathing and anxiety throughout the night and early next morning.
43. At approximately 10:30 pm, patient became extremely anxious because he could not breathe.
44. The hospital nurse reported to patient and patient's mother Virginia Vicente, various unsuccessful attempts to contact doctor by telephone.
45. The hospital's nursing staff eventually reached Dr. Correa by telephone, who placed telephone orders for various medications.
46. Dr. Correa placed telephone order for the administration of Integrilin at approximately 3:45 am.

47. Hospital nursing staff administered Plavix on several occasions, Integrilin and thrombolytic medication.
48. A formal cardiology consultation was not obtained until the following day at 10:30 am on December 13, 2011.
49. Dr. Aviles obtained consent for a cardiac catheterization but failed to carry it out.
50. Dr. Nieves obtained consent and ordered administration of systemic thrombolytic therapy.
51. Thrombolytic therapy was ordered by physicians and administered by nurses despite the fact that the patient had received other anticoagulants, such as: Lovenox, Plavix and Integrilin.
52. Patient begins bleeding internally, becoming evident with bleeding through foley catheter and through the mouth.
53. Due to the failure to have proper protocols in place to monitor the anticoagulation status of patient, Ivan developed profound Disseminated Intravascular Coagulopathy (hereinafter referred to as "DIC").
54. As a result of the inadequate care, the DIC further aggravated the patient's condition causing the patient to suffer pulmonary arrest, requiring intubation and subsequently had a cardiac arrest.
55. Despite the administration of standard CPR, Ivan was pronounced dead at 5 pm.

**FIRST CAUSE OF ACTION  
FOR NEGLIGENCE UNDER ARTICLES 1802 & 1803  
OF THE PUERTO RICO CIVIL CODE  
AGAINST MGH AND MENNONITE HOSPITAL CIDRA**

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



57. Co-Defendant MGH and MENNONITE HOSPITAL CIDRA through its medical, nursing and technical personnel and other staff failed to provide Ivan the medical care that would be exercised by a reasonable and prudent man in the same conditions and circumstances.
58. The treatment offered Ivan by Co-Defendant MGH and MENNONITE HOSPITAL CIDRA 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 Plaintiffs, as described herein.
59. Co-Defendant MGH and MENNONITE HOSPITAL CIDRA's assigned staff and medical, nursing and technical personnel negligently and carelessly failed to timely evaluate, monitor, treat and timely manage Ivan's medical condition upon his arrival at Co-Defendant Cidra's emergency facility, failing to intervene with appropriate medical treatment and immediately transfer, if the facilities were not adequate to treat this patient's condition.
60. Co-Defendant MGH and Mennonite Hospital Cidra's assigned staff and personnel negligently and carelessly failed to timely evaluate, diagnose, treat and transfer Ivan, in view of his clinical history, the new onset of cardiac and pulmonary condition, abnormal ECG and laboratory results.
61. Co-Defendant MGH and Mennonite Hospital Cidra's assigned staff and medical, nursing and technical personnel negligently and carelessly failed to promptly diagnose, initiate treatment and transfer patient to a facility where immediate

cardiac evaluation and immediate cardiac catheterization with either percutaneous intervention or urgent coronary artery bypass surgery could have been provided.

62. Co-Defendant MGH and Mennonite Hospital Cidra's assigned staff and medical, nursing and technical personnel wasted precious time by failing to initiate treatment and immediate transfer, despite having laboratory tests which clearly demonstrated the onset of an acute coronary syndrome (ACS).
63. When treating acute coronary artery syndrome or STEMI events, time is of the essence.
64. Co-Defendant MGH and Mennonite Hospital Cidra medical, nursing staff and technical staff permitted the patient with acute coronary syndrome to languish for over nine (9) hours without initiating effective treatment or transferring the patient.
65. As a direct and proximate cause of MGH and MENNONITE HOSPITAL CIDRA and its staff and medical, nursing and technical personnel's failure to properly treat Ivan, contributed to the latter suffering an untimely death and Plaintiffs herein sustained intense pain and suffering at the loss of their husband and father, as described below.
66. In doing all of the above, MGH and co-Defendant MENNONITE HOSPITAL CIDRA 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 Plaintiffs, as detailed herein.

67. At all times herein pertinent, Co-Defendant MGH and Mennonite Hospital Cidra, 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 Ivan's untimely death and the consequent intense pain and suffering to Plaintiffs upon the loss of husband and father.
68. Co-Defendants MGH and MENNONITE HOSPITAL CIDRA permitted the use of its facilities and, demonstratively or tacitly, allowed, encouraged, endorsed and condoned the negligent care and improper treatment of Ivan, proximately and directly causing Plaintiff's injuries.
69. In so doing, Co-Defendants MGH and MENNONITE HOSPITAL CIDRA misled those who sought emergency treatment into thinking that they would be appropriately treated.

**SECOND CAUSE OF ACTION  
FOR NEGLIGENCE UNDER ARTICLES 1802 & 1803  
OF THE PUERTO RICO CIVIL CODE  
AGAINST ABC INSURANCE CO.**

70. The allegations contained above are incorporated by reference as if again fully set forth herein.
71. Co-Defendant ABC Insurance Co. was at all times herein pertinent as 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 MENNONITE HOSPITAL CIDRA, MGH, MENNONITE HOSPITAL CAYEY.

72. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
73. 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.
74. 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 ARTICLES 1802 & 1803  
OF THE PUERTO RICO CIVIL CODE  
AGAINST DR. MENDEZ AND DR. CARABALLO**

75. The allegations contained above are incorporated by reference as if again fully set forth herein.
76. Co-Defendants Dr. Mendez and Dr. Caraballo's intervention with Ivan while at Co-Defendant MENNONITE HOSPITAL CIDRA 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 Ivan and, thus, the pain and suffering of Plaintiff, as described herein.
77. Co-Defendants Dr. Mendez and Dr. Caraballo 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 follow up and initiate treatment of Ivan, commensurate with the symptoms he reported and displayed, and, as such, directly caused and/or

contributed to causing that his condition go untreated and, eventually, his premature death and the pain and suffering such death caused upon the Plaintiffs.

78. Co-Defendants Dr. Mendez and Dr. Caraballo negligently and carelessly failed to timely evaluate and treat Ivan, considering the clinical symptoms he reported, laboratory results obtained and diagnosis reached, thereby depriving him of essential time and opportunity to be treated at an appropriate facility, if the Cidra facility lacked the ability to adequately treat his ACS.
79. Co-Defendants Dr. Mendez and Dr. Caraballo 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 promptly initiate treatment and immediate transfer to ensure prompt and adequate treatment at a better suited hospital facility.
80. Co-Defendants Dr. Mendez and Dr. Caraballo 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 the proper treatment while under their care; take steps to ensure that they transferred patient to a hospital that would provide prompt and adequate treatment for his condition; failed to properly notify the transfer to receiving physician(s) and immediately transfer the patient as soon as Ivan's condition could not be adequately treated at Mennonite Cidra.
81. As a direct and proximate cause of Co-Defendants Dr. Mendez and Dr. Caraballo's actions and omissions upon being presented with a patient in Ivan's condition and with his clinical signs, Ivan was deprived of an opportunity to be promptly treated

when time was of the essence and the Plaintiffs, because of the sudden and premature death of Ivan, were deprived of his companionship, camaraderie, support and love.

82. In so doing, Co-Defendants Dr. Mendez and Dr. Caraballo committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the death of Ivan as detailed herein.
83. As a direct and proximate cause of Co-Defendants Dr. Mendez and Dr. Caraballo's negligence, Plaintiff sustained severe pain and suffering upon the untimely loss of Ivan.

**FOURTH CAUSE OF ACTION  
FOR NEGLIGENCE UNDER ARTICLES 1802 & 1803  
OF THE PUERTO RICO CIVIL CODE  
AGAINST MGH AND MENNONITE HOSPITAL CAYEY**

84. The allegations contained above are incorporated by reference as if again fully set forth herein.
85. Co-Defendant MGH, through Mennonite Hospital Cayey, has an emergency department, a cardiac department and a surgery unit within its hospital premises.
86. At the relevant times of this complaint, Co-Defendant MGH owed, controlled and/or operated or had contracted to operate Mennonite Hospital in Cayey.
87. Mennonite Hospital Cayey has an emergency department, a cardiac unit with heart catheterization capabilities, general surgery and intensive care unit within its premises.
88. Co-Defendant MGH set up policies, procedures, protocols, bylaws and/or requirements for the licensing and operation of Mennonite Hospital Cayey.

89. MGH through Mennonite Hospital Cayey supplies nursing, clerical, administrative, and technical personnel to staff this hospital.
90. The Mennonite Hospital Cayey and MGH derives revenue from the services provided at and by the various departments within its premises.
91. The Mennonite Hospital Cayey and MGH are liable for medical malpractice occurring at its premises.
92. Co-Defendant MGH through the Cayey hospital's assigned staff and personnel negligently and carelessly failed to timely manage Ivan's medical condition.
93. Co-Defendant MGH through the Cayey hospital's assigned staff and personnel negligently and carelessly failed to immediately have the patient evaluated by a cardiologist upon his arrival at that facility in Cayey.
94. Co-Defendant MGH through the Cayey hospital's assigned staff and personnel negligently and carelessly ignored the previous information gathered by the Cidra hospital and failed to closely follow the patient's clinical signs and symptoms and provide competent treatment that would save his life.
95. Co-Defendant MGH through the Cayey hospital's assigned staff and personnel negligently and carelessly failed to immediately intervene with diagnostic and/or therapeutic cardiac catheterization based upon the information obtained by the physicians earlier that morning at Hospital Mennonite Cidra.
96. Co-Defendant MGH through the Cayey hospital's assigned staff and personnel negligently and carelessly failed to adequately examine, evaluate, monitor, treat, diagnose and timely manage Ivan's medical condition upon his visit to that facility; specifically, the patient needed to be submitted to immediate cardiac evaluation

and immediate cardiac catheterization with either percutaneous intervention or urgent coronary artery bypass surgery.

97. Co-Defendant MGH through the Cayey hospital's assigned staff and personnel negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Ivan's medical, instead, the patient was harmed with the anticoagulants ordered by the physicians assigned to the patient and administered by the nursing staff of Mennonite Hospital Cayey.
98. Co-Defendant MGH through the Cayey hospital's assigned staff and personnel negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Ivan' medical condition, but worsened it by failing to have proper protocols in place to evaluate the patient's anticoagulation status.
99. Co-Defendant MGH and Mennonite Hospital Cayey's assigned staff and personnel negligently and carelessly failed to provide proper care to Ivan, through the monitoring, and administration and timely use of thrombolytic therapy.
100. Co-Defendant MGH's through the Mennonite Cayey Hospital'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 condition and circumstances.
101. The treatment offered to Ivan by Co-Defendant MGH through the Cayey hospital 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 Ivan and pain, suffering and hardship to Plaintiffs, as described herein.

102. Co-Defendant MGH through the Cayey hospital's assigned staff and personnel provided treatment to Ivan that was substandard, disorganized and incompetent.
103. Co-Defendant MGH through the Cayey hospital failed to adequately supervise its medical, nursing and technical personnel, so as to cause that Ivan not be given adequate and prompt treatment.
104. Co-Defendant MGH and Mennonite Hospital Cayey and its personnel failed to maintain safe practices, adherence to protocols and proper conditions in their facilities, which resulted in Ivan being provided with substandard treatment.
105. As a direct and proximate cause of Co-Defendant Mennonite Hospital Cayey and MGH and its personnel's failure to properly treat and manage Ivan's situation, he suffered damages and an untimely death and Plaintiffs herein sustained intense pain and suffering at the loss of Ivan, as described below.
106. In doing all of the above, Co-Defendant MGH and Mennonite Hospital Cayey committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the intense pain and suffering and damages suffered by Plaintiffs, as detailed herein.
107. At all times herein pertinent, Co-Defendant MGH and Mennonite Hospital Cayey, its directors, officers, and employees were negligent in failing to provide the proper supervision of Co-Defendant physicians and other hospital personnel as well as failing to implement adequate protocols, directives and/or guidelines

embodying the due care and caution necessary to prevent the tortious conduct that caused Ivan's untimely death and the subsequent damages to Plaintiffs.

108. Co-Defendant MGH and Mennonite Hospital Cayey permitted the use of its facilities and, explicitly or tacitly, represented, allowed, encouraged, endorsed and condoned the negligent care and improper treatment of Ivan, proximately and directly causing Plaintiffs' injuries.

109. In so doing, Co-Defendant MGH and Mennonite Hospital Cayey misled those who sought hospital treatment into thinking that they would be appropriately treated through the medical, nursing and technical staffs' apparent authority.

110. As a direct and proximate cause of Co-Defendant MGH's and Mennonite Hospital Cayey actions, Plaintiffs sustained intense pain and suffering upon the sudden and premature loss of their husband and father.

**FIFTH CAUSE OF ACTION  
FOR NEGLIGENCE UNDER ARTICLES 1802 & 1803  
OF THE PUERTO RICO CIVIL CODE  
AGAINST EFG INSURANCE CO.**

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

112. 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 one or more Co-Defendants.

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

114. 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.

115. Therefore, Co-Defendant EFG Insurance Company is jointly and severally liable to all Plaintiffs for the damages caused to them by one or more Co-Defendants.

**SIXTH CAUSE OF ACTION  
FOR NEGLIGENCE UNDER ARTICLES 1802 & 1803  
OF THE PUERTO RICO CIVIL CODE  
AGAINST DR. REYES, DR. CORREA, DR. NIEVES**

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

117. Co-Defendants Dr. Reyes, Dr. Correa and Dr. Nieves' intervention with Ivan while he was at Co-Defendant Mennonite Hospital Cayey 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 Ivan and, thus, the pain and suffering of Plaintiffs, as described herein.

118. Co-Defendants Dr. Reyes, Dr. Correa and Dr. Nieves 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 promptly treat the patient's symptoms related to his Acute Coronary Syndrome (ACS) but delayed in the needed intervention.

119. Co-Defendant Dr. Reyes, Dr. Correa and Dr. Nieves negligently failed to timely and appropriately provide adequate medical care to Ivan.

120. Co-Defendants Dr. Reyes, Dr. Correa and Dr. Nieves negligently and carelessly administered thrombolytic therapy and then failed to evaluate, monitor and treat the ensuing DIC.
121. Co-Defendants Dr. Reyes, Dr. Correa and Dr. Nieves negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Ivan's ACS and ensuing DIC causing his condition to worsen and resulted in his death.
122. Co-Defendants Dr. Reyes, Dr. Correa and Dr. Nieves negligently and carelessly failed to treat the patient in an organized, competent manner and within the acceptable standard of care.
123. Co-Defendants Dr. Reyes, Dr. Correa and Dr. Nieves 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 ensure the patient was properly anti-coagulated, and instead created the DIC which contributed to the patient's demise.
124. As a direct and proximate cause of Co-Defendants Dr. Reyes, Dr. Correa and Dr. Nieves' actions and omissions upon being presented with a patient in Ivan's condition and with his clinical signs, Ivan was deprived of an opportunity to be promptly treated when time was of the essence and the Plaintiff, through the premature death of Ivan, was deprived of his camaraderie, support and love.
125. In so doing, Co-Defendants Dr. Reyes, Dr. Correa and Dr. Nieves committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the death of Ivan as detailed herein.

**SEVENTH CAUSE OF ACTION  
FOR NEGLIGENCE UNDER ARTICLES 1802 & 1803  
OF THE PUERTO RICO CIVIL CODE  
AGAINST JOHN DOE AND JAMES ROE UNKNOWN JOINT TORTFEASORS**

126. The allegations contained above are incorporated by reference as if again fully set forth herein.
127. Co-Defendants John Doe and James Roe are so designated for lack of knowledge at this point in the proceedings.
128. Co-Defendants John Doe and James Roe's intervention in the nursing, technical or medical care of Ivan while at Co-Defendant MENNONITE HOSPITALS IN CIDRA AND CAYEY and/or Co-Defendant MGH was below the nursing, technical and 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 Ivan's death and, thus, the pain and suffering of all Plaintiffs upon his premature death, as described herein.
129. 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 Ivan, 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 Plaintiffs.
130. 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 cardiovascular condition and, thus, failed to provide a prompt, complete, thorough and adequate emergency medical evaluation.

131. Co-Defendants John Doe and James Roe negligently and carelessly failed to promptly examine, evaluate and treat Ivan, delaying his thorough examination and the provision of essential treatment.

132. 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 and treat the patient's symptoms related to a cardiac condition and, thus, failed to provide adequate medical evaluation and treatment.

133. 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 Ivan with appropriate treatment, but instead allowed medication that worsened his condition and further damages.

134. Co-Defendants John Doe and James Roe negligently and carelessly failed to provide proper care of their patient, Ivan, by failing to engage in his examination, evaluation of symptoms and emergency transfer on a timely basis.

135. 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 Ivan's condition and with his clinical signs, Ivan was deprived of the opportunity to be promptly treated when time was of the essence and the Plaintiffs, through the

premature death of Ivan, were deprived of his companionship, camaraderie, support and love.

136. 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 Ivan Torres, as detailed herein.

137. As a direct and proximate cause of Co-Defendants John Doe and James Roe's negligence in failing to properly treat Ivan, Plaintiffs sustained severe pain and suffering upon the loss of their loved one.

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

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

139. The activities by which the individual defendant doctors caused Plaintiffs' damages were activities that 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.

140. 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**

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

142. 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 one or more of the Co-Defendants.

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

144. 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.

145. Therefore, Co-Defendant SIMED is jointly and severally liable to Plaintiffs for the damages caused to them by any and/or all physician Co-Defendants.

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

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

147. 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 one or more of the Co-Defendants or unknown joint tortfeasors.

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

149. 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.

150. 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**

151. The allegations contained above are incorporated herein by reference as if again fully set forth.
152. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs unnecessarily and prematurely lost their 49 year-old dearly loved husband and father, Ivan.
153. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs lived through the extraordinary pain and suffering of seeing their dearly loved Ivan die an untimely death at a relatively young age of 49.
154. Plaintiff **LUZ MIRIAM TORRES** had been married to Ivan for over THIRTY FOUR (34) years, since she was sixteen years old.
155. Plaintiff **LUZ MIRIAM TORRES** and Ivan grew up together and had four lovely daughters, also plaintiffs in this case, and as such, had the strongest of emotional bonds.
156. In losing Ivan, Plaintiff **LUZ MIRIAM TORRES** lost her husband, a lifelong friend, lover and her dear confidant.
157. Plaintiff **LUZ MIRIAM TORRES** has suffered dearly the loss of her husband, with whom she will not be able to share the special moments in their lives and those of their growing families.
158. As a direct and proximate result of the negligence of all Defendants, Plaintiff **LUZ MIRIAM TORRES** will no longer have the joy of having her husband and confidant close to her or otherwise enjoy the irreplaceable value of his person.

159. Almost a year after his death, **LUZ MIRIAM TORRES**, regularly visits his grave and continues to deeply mourn her husband's death.
160. **LUZ MIRIAM TORRES'** quality of life has been severely and permanently eviscerated as a result of her husband's death.
161. Patient Ivan Torres was the father of plaintiffs **GENNIFER NEGRON, YANIRA TORRES-CRUZ, AGNES SANTOS AND CRYSTAL TORRES.**
162. The plaintiff daughters were very close to their father and will never have his company, counsel or love for the rest of their lives.
163. As a direct and proximate result of the negligence of all Defendants, Plaintiffs will continue to suffer the irreparable loss of Ivan and their quality of life will continue to be severely affected for the rest of their lives.
164. The acts and omissions of the Defendants have caused Plaintiff **LUZ MIRIAM TORRES** intense emotional pain and suffering, frustration and a grave sense of injustice equal to a sum not less than **TWO MILLION DOLLARS (\$2,000,000.00).**
165. The acts and omissions of the Defendants have caused Plaintiff **LUZ MIRIAM TORRES** loss of income and economic damages of no less than **ONE MILLION DOLLARS (\$1,000,000.00).**
166. The acts and omissions of the Defendants have caused Plaintiffs **GENNIFER NEGRON, YANIRA TORRES-CRUZ, AGNES SANTOS AND CRYSTAL TORRES** intense emotional pain and suffering and loss of quality of life equal to a sum not less than **ONE MILLION DOLLARS EACH FOR A TOTAL OF NO LESS THAN FOUR MILLION DOLLARS (\$4,000,000.00).**

**TRIAL BY JURY DEMANDED**

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

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs demand judgment against all Defendants jointly and severally, in an amount not less than **SEVEN MILLION DOLLARS (\$7,000,000.00)**, as well as costs incurred, reasonable attorneys' fees, and such other and further relief as this Honorable Court may deem just and proper under the law.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, on this 5<sup>nd</sup> day of November, 2012.

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