

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

NANCY A. WILLIAMS,

Plaintiff,

v.

STARWOOD HOTELS & RESORTS  
WORLDWIDE, INC., BAHIA BEACH CH  
DEVELOPMENT, LLC, BBP PARTNERS, LLC,  
BP ESTATES DEVELOPMENTS, INC., LIBERTY  
MUTUAL GROUP D/B/A LIBERTY MUTUAL  
INSURANCE D/B/A LIBERTY  
INTERNATIONAL UNDERWRITERS; ACE  
INSURANCE COMPANY, ABC INSURANCE  
COMPANIES; and DOES I-X.

Defendants.

CIVIL NO. 13- 1159 ( )

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 Plaintiff Nancy A. Williams (hereinafter referred to as "Plaintiff"), 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. Plaintiff is a citizen of and resides in the state of Georgia.
3. All Defendants are citizens of Puerto Rico or a state other than Georgia and 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.

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 **NANCY A. WILLIAMS** (hereinafter “Ms. Williams”) is of legal age, a citizen, and resident of the state of Georgia, and a principal at ASAP Solutions Group, LLC.
6. Defendant **STARWOOD HOTELS & RESORTS WORLDWIDE, INC.** is a Maryland corporation with its corporate headquarters in Connecticut, which owns, operates, and/or manages the hotel, resort, property, restaurants and facilities known as the St. Regis Bahia Beach Resort and/or Bahia Beach Resort & Golf Club (together herein after referred to as “Bahia Beach Resort”) in Rio Grande, Puerto Rico.
7. Defendant **BAHIA BEACH CH DEVELOPMENT, LLC** is a Puerto Rico corporation with its corporate headquarters in Puerto Rico, which owns, operates, and/or manages the hotel, resort, property, restaurants and facilities at Bahia Beach Resort.
8. Defendant **BBP PARTNERS, LLC** is a Puerto Rico corporation with its corporate headquarters in Puerto Rico, which owns, operates, and/or manages the hotel, resort, property, restaurants and facilities at Bahia Beach Resort.
9. Defendant **BP ESTATES DEVELOPMENTS, INC.** is a Puerto Rico corporation with its corporate headquarters in Puerto Rico, which owns, operates, and/or manages the hotel, resort, property, restaurants and facilities at Bahia Beach Resort.

10. Defendants Starwood Hotels & Resort Worldwide, Inc., Bahia Beach CH Development, LLC, BBP Partners, LLC, and BP Estates Developments, Inc. are hereinafter referred to as “Bahia Beach Partners.”
11. Defendant **LIBERTY MUTUAL GROUP, INC.** d/b/a **LIBERTY MUTUAL INSURANCE** and/or **LIBERTY INTERNATIONAL UNDERWRITERS** (hereinafter “Liberty Mutual”) 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 Georgia, which provided insurance to one or more Defendant for the damages claimed herein.
12. 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 Georgia, which provided insurance to one or more Defendant for the damages claimed herein.
13. 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.
14. Defendant **DOES I-X** are individuals, corporations, or entities that are citizens of Puerto Rico or a state other than Georgia who are unknown and are jointly and severally liable for Plaintiffs’ damages.

**GENERAL ALLEGATIONS**

15. In March of 2012, Ms. visited Puerto Rico in relation to her work at ASAP Solutions Group, LLC and stayed at the Bahia Beach Resort.

16. Upon information and belief, as of March 2012, the Bahia Beach Resort was owned, operated, maintained, and/or managed by the Bahia Beach Partners.
17. On March 2, 2012, Ms. Williams had dinner at a restaurant at the Bahia Beach Resort.
18. Upon information and belief, the restaurant was named Molasses.
19. Upon information and belief, Molasses is owned, operated, maintained, and/or managed by the Bahia Beach Partners.
20. After arriving at the restaurant, Ms. Williams asked an employee of the restaurant where the restrooms were located.
21. The restaurant employee offered to escort Ms. Williams to the restroom and Ms. Williams accepted.
22. Upon information and belief, the restaurant employee was an employee of the Bahia Beach Partners.
23. Ms. Williams took the restaurant employee's arm as he led her to a restroom.
24. As they were headed to the restroom, the restaurant employee continued to escort Ms. Williams and physically led Ms. Williams through an area with a wet floor.
25. Upon information and belief, the area containing the wet floor was owned and/or under the control of Bahia Beach Partners.
26. Ms. Williams proceeded to slip and fall on the wet floor.
27. Despite holding her escort's arm, Ms. Williams fell to the floor and physically injured her back.

28. Despite Ms. Williams' visible pain, the Bahia Beach Partners, through their employees, agents, representatives, and sub-contractors, failed to provide any medical care to Ms. Williams.
29. As a direct result of the fall, Ms. Williams experienced back pain and radiating right leg pain.
30. The pain made it very difficult for Ms. Williams to walk or to perform everyday life functions.
31. Upon returning home to Georgia, Ms. Williams had an MRI performed by Peachtree Spine Physicians, Inc.
32. The MRI revealed a lumbar herniated disc with correlating stenotic pathology and/or extrusion at L5-S1 on the right side of her back.
33. On or about March 26, 2012, Ms. Williams was referred by her physician and received a right L5 transforaminal epidural steroid injection and a right S1 transforaminal epidural steroid injection.
34. Ms. Williams was then referred to and attended physical therapy sessions.
35. Ms. Williams' back pain continued.
36. On or about May 16, 2012, Ms. Williams was referred by her physician and received three more epidural steroid injections in her back at Right L5, Right S1, and Left S1 to attempt to alleviate her ongoing back pain.
37. Ms. Williams' back pain persisted despite the March and May steroid epidural injections and physical therapy.

38. On or about October 9, 2012, Ms. Williams was referred by her physician and received three more epidural steroid injections in her back at Right L5, Right S1, and Left S1.
39. Despite the various rounds of steroid epidural injections and physical therapy, Ms. Williams continues to experience back pain and is physically limited from functioning at her pre-March 2, 2012 level.
40. Additional steroid epidural injections may be required each 3-6 months just to manage Ms. Williams' back pain.
41. Despite her best efforts, Ms. Williams has been physically limited from traveling or otherwise attending to her professional duties at ASAP Solutions Group, LLC at pre-March 2, 2012 levels.
42. Ms. Williams' inability to perform at pre-March 2, 2012 levels has negatively impacted her professional career and her past and future earnings capacity.
43. In addition to the physical injuries, Ms. Williams' has experienced emotional and mental pain and suffering as a direct result of her injury, including but not limited to dealing with extreme back pain, radiating leg pain, her difficult walking or moving, and her inability to fully attend to professional and private endeavors.
44. Ms. Williams has also suffered economic damages as a direct result of her injuries, including but not limited to past and future medical expenses as well as past and future lost earnings and/or lost earning potential.

**FIRST CAUSE OF ACTION –  
NEGLIGENCE OF BAHIA BEACH PARTNERS**

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

46. Bahia Beach Partners, through the various acts or omissions of its employees, representatives, directors, sub-contractors, licensees, or agents, caused damage to Plaintiff through fault or negligence in violation of 31 PR. Laws Ann. 5141 and 5142 (Articles 1802 and 1803 respectively).
47. Bahia Beach Partners, through its employees, representatives, directors, sub-contractors, licensees, or agents, negligently escorted and physically directed Ms. Williams to walk to the restroom over a wet floor which constituted a dangerous condition and which was the proximate cause of Ms. Williams' fall, subsequent fall, and physical, emotional, mental, and economic damages.
48. Bahia Beach Partners, through its employees, representatives, directors, sub-contractors, licensees, or agents, owed a duty to Ms. Williams to provide a safe property free from dangerous conditions or defects.
49. Bahia Beach Partners, through its employees, representatives, directors, sub-contractors, licensees, or agents, owed a duty to Ms. Williams, when escorting or physically leading her, not to place her in harms way or otherwise direct her into a dangerous condition wherein she could be injured.
50. Bahia Beach Partners, through its employees, representatives, directors, sub-contractors, licensees, or agents, owed a duty to Ms. Williams to adequately and properly train all employees and staff not to lead guests into dangerous conditions, including areas with wet floors, and to otherwise train employees and staff to prevent, identify, and remedy dangerous conditions at the Bahia Beach Resort.

51. Bahia Beach Partners, through its employees, representatives, directors, sub-contractors, licensees, or agents, knew or should have known that the Bahia Beach Resort contained a dangerous condition on March 2, 2012 in the area of the Molasses restaurant where the floor was wet.
52. Bahia Beach Partners, through its employees, representatives, directors, sub-contractors, licensees, or agents, breached their duty to Ms. Williams by failing to properly design, inspect, maintain, or otherwise keep the Bahia Beach Resort free from dangerous conditions and wet flooring in the area of the Molasses restaurant.
53. Bahia Beach Partners, through its employees, representatives, directors, sub-contractors, licensees, or agents, breached their duty to Ms. Williams by escorting and physically directing Ms. Williams to walk over a wet floor, which constituted a dangerous condition at the Bahia Beach Resort.
54. Bahia Beach Partners, through its employees, representatives, directors, sub-contractors, licensees, or agents, breached their duty to Ms. Williams by failing to clean, dry, identify, or otherwise warn guests of the wet floor where Ms. Williams was injured.
55. Bahia Beach Partners, through its employees, representatives, directors, sub-contractors, licensees, or agents, breached their duty to Ms. Williams to adequately and properly train all employees and staff not to lead guests into dangerous conditions, including areas with wet floors, and to otherwise train employees and staff to prevent, identify, and remedy dangerous conditions at the Bahia Beach Resort.



56. As a direct and proximate result of Bahia Beach Partners' breach of their duty of care, Ms. Williams fell on the wet floor and was injured, suffering physical, emotional, mental, and economic damages.

**SECOND CAUSE OF ACTION -  
LIBERTY MUTUAL & ACE**

57. The allegations contained above are incorporated by reference as if again fully set forth herein.
58. Upon information and belief, Defendants Liberty Mutual and Ace issued one or more insurance policies on behalf of one or more members of the Bahia Beach Partners for the period including March 2, 2012.
59. Upon information and belief, the policies provide coverage for damages caused at the Bahia Beach Resort and/or coverage for the negligence of the owners, operators, and/or managers of the Bahia Beach Resort and/or coverage for the negligence of the employees, representatives, directors, sub-contractors, licensees, or agents of the Bahia Beach Partners.
60. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
61. Defendants Liberty Mutual and Ace are directly liable for the negligence or fault of its insured(s) which caused Plaintiff's damages or for the damages caused on Bahia Beach Partners' property or as the terms of the insurance policies that were issued by Liberty Mutual and/or Ace may provide.
62. 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**

63. The allegations contained above are incorporated by reference as if again fully set forth herein.
64. 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.
65. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
66. 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.
67. As a result, Defendant ABC Insurance Company is liable to Plaintiff for the damages caused to her by Defendants or another tortfeasor.

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

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

**DAMAGES**

71. The allegations contained above are incorporated by reference as if again fully set forth herein.
72. As a result of the negligent acts or omissions of Defendants, Ms. Williams has suffered physical, emotional, mental, and economic damages.
73. As a result of the negligent acts or omissions of Defendants, Ms. Williams has suffered economic damages including but not limited to past and future medical expenses in excess of \$50,000 and lost past and future earnings capacity in excess of \$5,000,000.
74. As a result of the negligent acts or omissions of Defendants, Ms. Williams has suffered physical, emotional, and mental damages which have a reasonable value of no less than \$1,500,000.

**TRIAL BY JURY DEMANDED**

75. Plaintiff hereby demands trial by jury.

**WHEREFORE**, Plaintiff demands judgment against Defendants, jointly and severally, in the amount of no less than SIX MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$6,550,000.00), 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 25th day of February 2013.

Plaintiff's Counsel:  
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