

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

<p>URBANA PARRILLA,</p> <p>Plaintiff,</p> <p>v.</p> <p>ACE INSURANCE COMPANY, CONDOMINIO PARQUE SAN ANTONIO II, GRUPO HIMA-SAN PABLO, INC. d/b/a HOSPITAL HIMA-SAN PABLO-CAGUAS and/or CENTRO AMBULATORIO DE CAGUAS, LUISA MARRERO, BENIGNO LÓPEZ, SINDICATO DE ASEGURADORES PARA LA SUSCRIPCIÓN CONJUNTA DEL SEGURO DE RESPONSABILIDAD PROFESIONAL MÉDICO-HOSPITALARIA (“SIMED”);, TRIPLE-S PROPIEDAD INC., ABC INSURANCE COMPANIES; and DOES I-X.</p>
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CIVIL NO. 13-1959 (JAF)

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

JURY TRIAL DEMANDED

**SECOND AMENDED COMPLAINT**

**TO THE HONORABLE COURT:**

**APPEARS NOW** the Plaintiff Urbana Parrilla (hereinafter referred to as “Plaintiff”), through the undersigned counsel, and hereby states, alleges, and requests 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 New York.
3. All Defendants are citizens of Puerto Rico or a state other than New York 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 **URBANA PARRILLA** (hereinafter “Ms. Parrilla”) is of legal age, a citizen, and resident of the state of New York.
6. Defendant **CONDominio PARQUE SAN ANTONIO II** (hereinafter “Cond. Parque San Antonio II”) is a residential condominium located in Caguas, P.R and is organized or operating under the laws of the Commonwealth of Puerto Rico.
7. Defendant **GRUPO HIMA-SAN PABLO, INC. d/b/a HOSPITAL HIMA-SAN PABLO-CAGUAS and/or CENTRO AMBULATORIO DE CAGUAS** (hereinafter “Hima San Pablo”) is a corporation organized under the laws of the Commonwealth of Puerto Rico, registration number 161189, located at Ave. Luis Muñoz Marín #100, Caguas, P.R. 00726, with its principal place of business in Puerto Rico.
8. Defendant **LUISA MARRERO** is a physician afforded privileges to practice medicine at Hospital Hima San Pablo, Caguas, P.R., and who provided medical attention to Ms. Parrilla.
9. Defendant **BENIGNO LÓPEZ** is an orthopedic physician allowed to practice medicine at in Puerto Rico and who provided medical attention to Ms. Parrilla.
10. 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 New York, which provided insurance to one or more Defendant for the damages claimed herein.

11. Co-Defendant **SINDICATO DE ASEGURADORES PARA LA SUSCRIPCIÓN CONJUNTA DEL 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 New York, 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.
12. Defendant **TRIPLE-S PROPIEDAD, INC.** (hereinafter “**TRIPLE-S**”) is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico, with registration number 482, located at Ave. Ponce de León #431, Floor 17, Hato Rey, P.R. 00917, 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 New York who are unknown and are jointly and severally liable for Plaintiffs’ damages.

**GENERAL ALLEGATIONS**

15. In June of 2013, Ms. Parrilla visited Puerto Rico in relation to her daughter's college graduation.
16. On June 14<sup>th</sup>, 2013, while in Puerto Rico, Ms. Parrilla was invited to a family dinner at a friend's house in Parque San Antonio II in Caguas, Puerto Rico.
17. Around 10:00 p.m. on June 14<sup>th</sup>, 2013, while leaving dinner, Ms. Parrilla fell in the parking lot of the Parque San Antonio II condominium.
18. There was inappropriate illumination or lighting in the parking lot.
19. The parking lot was in a dangerous condition as it had cracks and holes.
20. Ms. Parrilla fell on top of her hand and as result fractured her left hand.
21. As a result of Plaintiff's injuries, her daughter took her to Hospital Hima San Pablo in Caguas, Puerto Rico.
22. At Hima San Pablo, Dr. Luisa Marrero evaluated Ms. Parrilla and ordered an x-ray.
23. Dr. Luisa Marrero diagnosed Ms. Parrilla with a fracture in her left arm.
24. At the time of her diagnosis, no orthopedic doctor was available, and as a result Ms. Parilla had to get her left arm immobilized and had to wait until Monday to be evaluated by an orthopedic doctor.
25. On Monday, June 17<sup>th</sup> 2013, Ms. Parrilla saw Dr. Benigno López, an orthopedic doctor, who recommended placing a cast.
26. Ms. Parrilla injury was so serious, her ring finger ended up in a "V" shape.
27. As a result, her last three fingers had to be anesthetized given that she could barely tolerate the pain.

28. Ms. Parrilla had a cast placed on her left arm and Dr. López recommended her to stay in Puerto Rico at least a month, until he could remove the cast.
29. On July 17<sup>th</sup>, Dr. López removed the cast, and ordered a new x-ray as Ms. Parrilla's arm still did not look well.
30. After evaluating the new x-rays, the orthopedic doctor ordered a new acrylic cast.
31. Upon returning to New York, given that she was still in excruciating pain, Ms. Parrilla saw her primary physician.
32. On or about July 31<sup>st</sup>, 2013, Ms. Parrilla physician referred her to see an orthopedic doctor, Dr. Gabriel Dassa.
33. Dr. Grabriel Dassa ordered some medications to try to minimize Ms. Parrilla's pain.
34. As some time passed, Ms. Parrilla noticed that her left arm started to turn black and rushed to Bronx Lebano Hospital Center's emergency room.
35. At Bronx Lebano Hospital, a doctor referred Ms. Parrilla to an orthopedic since he understood she needed surgery.
36. Once Ms. Parrilla explained what happened to her arm in Puerto Rico, the orthopedic doctor concluded that the cast was left on for too long.
37. The orthopedic doctor felt Ms. Parrilla's last three fingers and she couldn't feel a thing.
38. The orthopedic doctor said that the fracture was recuperating, but that her arm would never be the same, given that she never received surgery.
39. Ms. Parrilla was once again referred to Dr. Gabriel Dassa to follow up.
40. Dr. Gabriel Dassa also determined that her hand was indeed recuperating, but that 50% or 60% of it would remain damaged.

41. As a result, Dr. Gabriel Dassa recommended Ms. Parrilla to receive physical therapy.
42. The pain made it very difficult for Ms. Parrilla to perform everyday life functions.
43. Ms. Parrilla currently attends physical therapy sessions 3 times a week.
44. As a result of her injuries, Ms. Parrilla cannot hold or squeeze anything with her left hand.
45. In addition to the physical injuries, Ms. Parrilla has experienced emotional and mental pain and suffering as a direct result of her injury, including but not limited to dealing with extreme arm pain and incapacity which has affected her ability to fully attend to professional and private endeavors.
46. Ms. Parrilla 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 other economic damages.

**FIRST CAUSE OF ACTION –  
NEGLIGENCE OF COND. PARQUE SAN  
ANTONIO II**

47. The allegations contained above are incorporated by reference as if again fully set forth herein.
48. Co-Defendant Condominio Parque San Antonio II caused damage to Plaintiff through fault or negligence in violation of 31 PR. Laws Ann. 5141 and 5142 (Articles 1802 and 1803 respectively).
49. Co-Defendant Cond. Parque San Antonio II failed to properly provide a safe and well lit parking lot area for pedestrians, as its dangerous conditions, including holes, caused Plaintiff to fall and severely injure herself.

50. As a direct and proximate result of Co-Defendant Cond. Parque San Antonio II breach of their duty of care, Ms. Parrilla fell in the parking lot and was injured, suffering physical, emotional, mental, and economic damages.
51. Co-Defendant Condominio Parque San Antonio II is liable for the negligent acts and omissions of Dr. Luisa Marrer and Dr. Benigno López, whose malpractice was reasonably foreseeable.

**SECOND CAUSE OF ACTION - HIMA SAN PABLO**

1. The allegations contained above are incorporated by reference as if again fully set forth herein.
2. Defendant Hima San Pablo, 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.
3. Defendant Hima San Pablo has an emergency department within its hospital premises.
4. Defendant Hima San Pablo, at the relevant times of this Complaint, operated or contracted to operate an emergency department within its premises.
5. Defendant Hima San Pablo has established policies, procedures and/or requirements for the operation of the emergency department on its premises.
6. Defendant Hima San Pablo derives revenue from the services provided at and by the emergency and surgery departments within its premises.
7. Defendant Hima San Pablo is liable for medical malpractice occurring at the emergency room located on its premises.
8. The treatment offered by Hima San Pablo, through its personnel, nurses, employees, doctors, agents and assignees, to Plaintiff, 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 Plaintiff's irreparable injuries, as described herein.

9. Defendant Hima San Pablo, 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 Plaintiff.
10. Defendant Hima San Pablo, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to properly examine, evaluate, recognize and ultimately treat the serious nature of Ms. Parrilla's fracture.
11. Defendant Hima San Pablo, through its personnel, nurses, employees, doctors, agents and assignees, negligently and carelessly failed to timely treat Plaintiff for immediate evaluation, consultation and intervention by a qualified orthopedic physician.
12. Defendant Hima San Pablo, through its personnel, nurses, employees, doctors, agents and assignees, failed to ensure proper emergency services were made available to Plaintiff.
13. At all times herein pertinent, Defendant Hima San Pablo, through its executives, directors, personnel, nurses, employees, doctors, agents and assignees was negligent in failing to provide the proper medical attention to Plaintiff in failing to provide the proper supervision of co-Defendant Dr. Luisa Marrero 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.
14. Defendant Hima San Pablo, through its personnel, nurses, employees, doctors, agents and assignees, not only failed to adequately supervise the defendant physician, but permitted the use of its facilities, allowing, encouraging, and condoning the negligent care and improper

treatment of Plaintiff proximately and directly causing Plaintiff's irreparable injuries.

15. In so doing, Defendant Hima San Pablo, through its personnel, nurses, employees, doctors, agents and assignees, misled those who sought full hospital treatment into thinking that they would be appropriately treated.
16. As a direct and proximate result of Hima San Pablo lack of available orthopedic 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 Hima San Pablo, Hima San Pablo and its personnel negligently caused Plaintiff's the injuries as described herein.
17. Pursuant to 31 L.P.R.A. §5142, Defendant Hima San Pablo is liable for the negligent acts or omissions of its personnel, agents, and employees including Dr. Luisa Marrero's.

**THIRD CAUSE OF ACTION - DR. LUISA MARRERO**

52. The allegations contained above are incorporated by reference as if again fully set forth herein.
53. Co-Defendant Dr. Marrero's intervention with Ms. Parrilla while she was at Hima San Pablo, Caguas, 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 the damage to Ms. Parrilla's left arm.
54. Co-Defendant Dr. Marrero 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

refer or order an orthopedic doctor to evaluate Ms. Parrilla; specifically failed to take the necessary steps to secure a surgical intervention for Plaintiff's left arm fracture, which was required.

55. Co-Defendant Dr. Marrero negligently failed to timely and appropriately provide adequate medical care to Ms. Parrilla.
56. Co-Defendant Dr. Marrero negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Ms. Parilla's left arm fracture which required surgery.
57. Co-Defendant Dr. Marrero negligently and carelessly failed to treat the patient in an organized, competent manner and within the acceptable standard of care.
58. Co-Defendants Dr. Marrero negligently and carelessly breached the ethical 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 evaluated and treated.
59. In so doing, Co-Defendant Dr. Marrero committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the irreparable damage to Ms. Parrilla's left arm.

**FOURTH CAUSE OF ACTION - DR. BENIGNO LÓPEZ**

60. The allegations contained above are incorporated by reference as if again fully set forth herein.
61. Co-Defendant Dr. López's intervention with Ms. Parrilla 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 the damage to Ms. Parrilla's left arm.

62. Co-Defendant Dr. López 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 refer or order an orthopedic doctor to evaluate Ms. Parrilla.
63. Co-Defendant Dr. López negligently failed to timely and appropriately provide adequate medical care to Ms. Parrilla; specifically failed to take the necessary steps to secure a surgical intervention for Plaintiff's left arm fracture, which was required.
64. Co-Defendant Dr. López negligently and carelessly failed to evaluate, monitor, treat, diagnose and timely manage Ms. Parilla's left arm fracture which required surgery.
65. Co-Defendant Dr. López negligently and carelessly failed to treat the patient in an organized, competent manner and within the acceptable standard of care.
66. Co-Defendants Dr. López negligently and carelessly breached the ethical 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 evaluated and treated.
67. In so doing, Co-Defendant Dr. López committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the irreparable damage to Ms. Parrilla's left arm.

**FIFTH CAUSE OF ACTION - ACE INSURANCE COMPANY**

68. The allegations contained above are incorporated by reference as if again fully set forth herein.
69. Upon information and belief, Defendant Ace issued one or more insurance policies on behalf of Condominio Parque San Antonio II.
70. Upon information and belief, the policies provide coverage for damages caused at the Condominio Parque San Antonio II and/or coverage for the negligence of the owners, residents association, operators, and/or managers of the Condominio Parque San Antonio II and/or coverage for the negligence of the employees, representatives, directors, sub-contractors, licensees, or agents of the Condominio Parque San Antonio II.
71. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
72. Defendant Ace is directly liable for the negligence or fault of its insured(s), which caused Plaintiff's damages, or for the damages caused on Condominio Parque San Antonio II or as the terms of the insurance policies that were issued Ace may provide.
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.

**SIXTH CAUSE OF ACTION - SIMED**

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

75. 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.
76. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
77. 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.
78. 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.

**SEVENTH CAUSE OF ACTION - TRIPLE-S**

79. The allegations contained above are incorporated herein by reference as if again fully set forth herein.
80. Co-Defendant TRIPLE-S PROPIEDAD 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.
81. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
82. 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.

83. Therefore, Co-Defendant TRIPLE-S PROPIEDAD is jointly and severally liable to Plaintiff's for the damages caused to them by any and/or all physician Co-Defendants.

**EIGHTH CAUSE OF ACTION – ABC INSURANCE COMPANY**

84. The allegations contained above are incorporated by reference as if again fully set forth herein.
85. Defendant ABC Insurance Company was, at the time herein pertinent issued an insurance policy on behalf of Defendants or another tortfeasor.
86. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
87. 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.
88. As a result, Defendant ABC Insurance Company is liable to Plaintiff for the damages caused to her by Defendants or another tortfeasor.

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

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

**DAMAGES**

92. The allegations contained above are incorporated by reference as if again fully set forth herein.
93. As a result of the negligent acts or omissions of Defendants, Ms. Parrilla has suffered physical, emotional, mental, and economic damages.
94. As a result of the negligent acts or omissions of Defendants, Ms. Parrilla has suffered economic damages including but not limited to past and future medical expenses and lost household services.
95. As a result of the negligent acts or omissions of Defendants, Ms. Parrilla has suffered physical, emotional, and mental damages which have a reasonable value of no less than \$1,000,000.00

**TRIAL BY JURY DEMANDED**

96. Plaintiff hereby demands trial by jury.

**WHEREFORE**, Plaintiff demands judgment against Defendants, jointly and severally, in the amount of no less than **ONE MILLION DOLLARS** (\$1,000,000.00), 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 4<sup>th</sup> day of March 2014.

Plaintiff's Counsel:

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