

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

ERIC HUGHES; LYDIA HUGHES;  
GREER HUGHES; GARRETT HUGHES,

Plaintiffs,

v.

UNIVERSAL INSURANCE COMPANY;  
CARLOS ALBERTO HERNÁNDEZ  
SANTOS; XYZ INSURANCE  
COMPANIES; DOES I-X and any other  
joint tortfeasors,

Defendants.

Civil No.: 21-1460

RE: TORT ACTION FOR  
NEGLIGENCE PURSUANT TO  
ARTICLES 1802 & 1803, 31 L.P.R.A  
§§ 5141 & 5142

**JURY TRIAL DEMANDED**

**COMPLAINT**

**TO THE HONORABLE COURT:**

**APPEAR NOW** the Plaintiffs, Eric Hughes, Lydia Hughes, Greer Hughes, and Garrett Hughes, through the undersigned counsel, and hereby state, allege, and request as follows:

**JURISDICTIONAL BASIS**

1. This case is based upon diversity jurisdiction under 28 U.S.C. §1332.
2. Plaintiffs Eric Hughes and Greer Hughes are citizens of and are domiciled in the state of Delaware.
3. Plaintiffs Lydia Hughes and Garrett Hughes are citizens of and are domiciled in the state of Pennsylvania.

4. All Defendants are individuals, corporations, business entities, or partnerships who are citizens of Puerto Rico or of a state other than Delaware and Pennsylvania.
5. 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.
6. Venue is proper in the District of Puerto Rico pursuant to 28 U.S.C. §1391, since the events and acts or omissions giving rise to this claim occurred in this district.

#### **THE PARTIES**

7. Plaintiff **Eric Hughes** (hereinafter “Mr. Hughes”) is of legal age, a citizen and domiciled in the state of Delaware.
8. Plaintiff **Lydia Hughes** (hereinafter “Ms. Hughes”) is of legal age, a citizen and domiciled in the state of Pennsylvania.
9. Plaintiff **Greer Hughes** is of legal age, a citizen and domiciled in the state of Delaware.
10. Plaintiff **Lydia Hughes** (hereinafter “Ms. Hughes”) is of legal age, a citizen and domiciled in the state of Pennsylvania.
11. Co-Defendant **Universal Insurance Company** (hereinafter “UNIVERSAL”) is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico or of a state other than Delaware and Pennsylvania, which is authorized to do business in Puerto Rico, and which insures the co-defendant for the acts and/or omissions described herein and/or is liable for the injuries and

damages sustained by Plaintiffs.

12. Co-Defendant **Carlos Alberto Hernández Santos** (hereinafter “Mr. Hernández”) is the driver and owner of the vehicle that caused the accident and Plaintiffs’ subsequent physical injuries and/or emotional damages, as described below. Upon information and belief, he is a citizen of and domiciled in the Commonwealth of Puerto Rico.
13. Co-Defendants **XYZ INSURANCE COMPANIES** are corporations organized or operating under the laws of the Commonwealth of Puerto Rico or of a state other than Virginia, which is authorized to do business in Puerto Rico, and insure one or more co-defendants for the acts and/or omissions described herein and/or are liable for the injuries and damages sustained by Plaintiffs.
14. Defendant **DOES I-X** are individuals, corporations, or entities that are citizens of Puerto Rico or a state other than Virginia, who are unknown and are jointly and severally liable for Plaintiffs’ damages.

### **GENERAL ALLEGATIONS**

15. Plaintiffs (hereinafter collectively “the Hughes Family”) traveled to Puerto Rico for their family vacation on August 18, 2021
16. Trip accommodations were booked at the Wind Chimes Inn hotel, located at 1750 McLeary St., in Condado, Puerto Rico
17. On August 18, 2021, the Hughes Family decided to go out for dinner and requested a ride to the restaurant through a ride-sharing platform.

18. To ensure that they were readily awaiting their driver, the Hughes Family decided to walk toward their meeting point with the driver in advance.
19. Eric Hughes and Lydia Hughes waited on the sidewalk at the corner of McLeary St. and Taft St., while Greer Hughes and Garrett Hughes remained closely behind on the McLeary St. sidewalk.
20. While the Hughes family waited for their driver, Mr. Hernández was traveling in his 2021 Mitsubishi Outlander down McLeary in an easterly direction.
21. Mr. Hernandez lost control of his vehicle and crashed into Eric Hughes and Lydia Hughes, directly impacting them with his automobile.
22. Lydia Hughes was pinned between Mr. Hernández' Mitsubishi Outlander and the exterior wall of the Wind Chimes Inn, while Eric Hughes was thrown into the air, landing beside Mr. Hernández' vehicle.
23. Garrett Hughes and Greer Hughes witnessed first-hand the horrifying accident and rushed to their family-members' aid.
24. Paramedics were immediately called while bystanders watched and documented the scene, providing as much assistance as they could considering the circumstances.
25. Garrett Hughes had to run back and forth between his father, who lay on the ground, and his sister, who remained pinned between the automobile and the cement wall, to attempt to provide any sort of updates to his father on Lydia's condition.
26. Through all that time, Eric and Lydia drifted in and out of consciousness.

27. Once the paramedics arrived, Eric Hughes and Lydia Hughes were transported to Centro Medico de Puerto Rico.
28. Mr. Hughes was diagnosed with face lacerations, bilateral knee pain, blunt force trauma injury to the nose and other abrasions.
29. Ms. Hughes, on the other hand, was diagnosed with a dislocated left talus at Centro Médico.
30. Initially, while at Centro Médico, Greer and Garrett Hughes lost contact with Lydia when she was moved to the stabilization unit.
31. Mr. Hughes and Ms. Hughes were eventually stabilized enough so that they could travel back home.
32. Mr. Hughes and Ms. Hughes were discharged from Centro Médico on August 19, 2021, with orders for urgent follow up care and orthopedic attention once they arrived home.
33. The remainder of the Hughes Family's trip consisted mostly of Mr. and Ms. Hughes resting in their hotel room in preparation for their painful and difficult trip back home on August 22, 2021.
34. Mr. Hughes and Ms. Hughes closely heeded the medical recommendations of the staff at Centro Medico de Puerto Rico and scheduled appointments at Premier Othopaedics located in West Chester, Pennsylvania.
35. The medical staff at Premier Othopaedics confirmed that Ms. Hughes had: 1) a comminuted fracture with small fragments along the anterior margin of the tibial

plafond, 2) a small osteochondral fracture at the medial talar dome; 3) tiny avulsion fractures about the medial malleolus; and 4) several ligament sprains.

36. Mr. Hughes was diagnosed with a closed fracture of the medial portion of the left tibial plateau.
37. Both Mr. Hughes and Ms. Hughes continue recovering from their injuries to this date.
38. Being completely unable to move by herself, Ms. Hughes had to temporarily move from her apartment, located in the second floor of a building without elevators, to her parent's home.

**FIRST CAUSE OF ACTION – UNIVERSAL INSURANCE COMPANY**

39. The allegations contained above are incorporated by reference as if again fully set forth herein.
40. Co-Defendant UNIVERSAL was, at the time herein pertinent, authorized to do business as such in Puerto Rico, and issued an insurance policy on behalf of Defendant.
41. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
42. 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.
43. As a result, Defendant UNIVERSAL is liable to Plaintiffs for the damages caused to them by Defendant or another tortfeasor.

**SECOND CAUSE OF ACTION - NEGLIGENCE OF MR. HERNANDEZ SANTOS UNDER ART. 1802 OF THE PUERTO RICO CIVIL CODE**

44. The allegations contained above are incorporated by reference as if again fully set forth herein.
45. At all times herein pertinent, Co-Defendant Mr. Hernandez was the owner and driver of the 2021 Mitsubishi Outlander that caused the accident.
46. Co-Defendant Mr. Hernandez, through his acts and omissions while using said vehicle, caused damage to Plaintiffs through fault and/or negligence in violation of 31 PR. Laws Ann. 5141 (Article 1802 of Puerto Rico's Civil Code).
47. Co-Defendant Mr. Hernandez is responsible for his negligent behavior while carelessly driving and impacting Mr. Hughes and Ms. Hughes with the front side of his vehicle, causing the damages described in this Complaint.
48. As a direct and proximate result of Co-Defendant Mr. Hernandez' negligence while driving, Plaintiffs sustained physical, emotional, mental, and economic damages.

**THIRD CAUSE OF ACTION - XYZ INSURANCE COMPANIES**

49. The allegations contained above are incorporated by reference as if again fully set forth herein.
50. Defendants XYZ Insurance Companies were, at the time herein pertinent, authorized to do business as such in Puerto Rico, and issued an insurance policy on behalf of Defendants or another tortfeasor.
51. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for

the negligence or fault of its insured.

52. Pursuant to 26 P.R. Laws Ann. § 2003, an action against an insurer may be brought separately or may be joined together with an action against its insured.

53. As a result, Defendants XYZ Insurance Companies are liable to Plaintiffs for the damages caused to them by Defendants or another tortfeasor.

**FOURTH CAUSE OF ACTION UNDER ARTS. 1802 AND 1803**  
**OF THE PUERTO RICO CIVIL CODE - DOES I-X**

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

55. Defendants DOES I-X caused damages to Plaintiffs through fault or negligence in violation of 31 L.P.R.A. §5141 or 31 L.P.R.A. §5142 via their employees, agents, or assignees.

56. Defendants DOES I-X are jointly and severally liable for the damages caused to Plaintiffs.

**DAMAGES**

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

58. As a result of the negligent acts or omissions of Defendants, Plaintiffs have suffered physical, emotional, mental, and economic damages.

**A. Eric Hughes**

59. As a result of the negligent acts or omissions of Co-Defendants, Eric Hughes suffered physical, emotional, mental, and economic damages, including, but not limited to a closed fracture of the medial portion of the left tibial plateau and multiple facial abrasions and lacerations.

60. Mr. Hughes also had to endure the gut-wrenching fear of seeing his daughter, co-Plaintiff Lydia Hughes, pinned between Mr. Hernández' car and the wall, wondering if she was alive.

61. After the incident, Mr. Hughes has difficulty sleeping as he continues to replay the incident when trying to sleep.

62. The incident will forever mark Mr. Hughes as he continues to have secondary emotional effects while driving or walking around town.

63. Mr. Hughes' physical damages as a result of the injuries sustained in the incident have a reasonable value of no less than \$750,000.00.

64. Mr. Hughes' emotional and mental damages as a result of the injuries sustained in the incident have a reasonable value of no less than \$500,000.00.

65. As a result of the negligent acts and omissions of Defendants, Mr. Hughes has suffered economic damages, including but not limited to out-of-pocket medical expenses, medical liens, co-payments and lost wages.

66. Thus, Mr. Hughes's physical, economic, emotional, and mental damages as a result of injuries sustained in the incident have a reasonable value of no less than **\$1,250,000.00.**

67. These are ongoing damages and will continue to accrue.

**B. Lydia Hughes**

68. As a result of the negligent acts or omissions of Co-Defendants, Lydia Hughes suffered physical, emotional, mental, and economic damages, including, but not limited to 1) a comminuted fracture with small fragments along the anterior margin of the tibial plafond, 2) a small osteochondral fracture at the medial talar dome; 3) tiny avulsion fractures about the medial malleolus; 4) several ligament sprains, and 5) multiple facial abrasions and lacerations.

69. Ms. Hughes still cannot put any of her body weight on her left leg and continues to depend on her mother to move to and from follow up appointments.

70. Even discussing the incident causes her to cry, which has put a damper on her social life.

71. Ms. Hughes' physical damages as a result of the injuries sustained in the incident have a reasonable value of no less than \$1,000,000.00.

72. Ms. Hughes' emotional and mental damages as a result of the injuries sustained in the incident have a reasonable value of no less than \$750,000.00.

73. As a result of the negligent acts and omissions of Defendants, Ms. Hughes has suffered economic damages, including but not limited to out-of-pocket medical expenses, medical liens, co-payments and lost wages.

74. Thus, Ms. Hughes's physical, economic, emotional, and mental damages as a result of injuries sustained in the incident have a reasonable value of no less than **\$1,750,000.00.**

75. These are ongoing damages and will continue to accrue.

### **C. Greer Hughes**

76. Greer Hughes had to endure the unimaginable experience of seeing an automobile ram through her husband and daughter.
77. Having to endure such an event has left deep emotional scarring in Greer Hughes.
78. Greer Hughes continues to relive the incident every day and the thought of her losing her husband or her daughter pops into her mind frequently and without warning.
79. Greer Hughes drives Lydia Hughes to her follow-up appointments gladly but has needed to use up most of her personal and sick leave. While she does this gladly, the reality is that her accrued leave days are nearing their end, which could have serious consequences on her employment status and/or the family's finances.
80. Greer Hughes' emotional damages as a result of having experienced the incident and as a result of the injuries sustained by Eric and Lydia Hughes in the incident have a reasonable value of no less than **\$500,000.00**.

### **D. Garrett Hughes**

81. Garrett Hughes had to endure the unimaginable experience of seeing an automobile ram through his father and sister.
82. Having to endure such an event has left deep emotional scarring in Garrett Hughes.
83. Garret Hughes has continued to have anxiety and panic attacks after the incident and worries about the long-term effects on the family's emotional health as a whole.

84. Garrett Hughes' emotional damages as a result of having experienced the incident and as a result of the injuries sustained by Eric and Lydia Hughes in the incident have a reasonable value of no less than **\$500,000.00**.

85. As a whole, the Hughes Family's out-of-pocket medical expenses, medical liens, co-payments, and expenses as a result of the injuries sustained in the incident have a reasonable value of no less than **\$5,000.00**. This amount will continue to accrue.

**TRIAL BY JURY DEMANDED**

86. Plaintiffs hereby demand trial by jury.

**WHEREFORE**, Plaintiffs demand judgment against Defendants, jointly and severally, in the amount of no less than **\$4,005,000.00** 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 22<sup>nd</sup> day of September, 2021.

**INDIANO & WILLIAMS, P.S.C.**  
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