

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

LI-SHU WANG AND YI-WEN
HUANG,

Plaintiffs.

v.

LUZ SULLIVAN, WILLIAM RUIZ
MELENDEZ, AND THE
CONJUGAL PARTNERSHIP
COMPRISED OF THEM BOTH,
CARIBBEAN AMERICAN
PROPERTY INSURANCE CO.,
JOHN DOE, JAMES ROE, and
ABC, INSURANCE COMPANIES;

Defendants.

Civil No. 22-1344

RE: TORT ACTION FOR NEGLIGENCE
PURSUANT TO ARTICLES
1536 & 1540, 31 L.P.R.A

JURY TRIAL DEMANDED

COMPLAINT

TO THE HONORABLE COURT:

APPEAR NOW the Plaintiffs Li-Shu Wang and Yi-Wen Huang, 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 are citizens of and are domiciled in the state of Wisconsin.
3. All Defendants are individuals, corporations, business entities, or partnerships who are citizens of Puerto Rico or of a state other than Wisconsin.

4. 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.
5. 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

6. Plaintiff **LI-SHU WANG** (hereinafter “Mrs. Wang”) is of legal age, a citizen and domiciled in the state of Wisconsin.
7. Plaintiff **YI-WEN HUANG** (hereinafter “Mr. Huang”) is of legal age, a citizen and domiciled in the state of Wisconsin.
8. Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ, and the CONJUGAL PARTNERSHIP comprised of them both**, are the owners of the property in which the incident took place. Upon information and belief, they are citizens of and domiciled in the Commonwealth of Puerto Rico.
9. Co-Defendants **JOHN DOE and JAMES ROE** are unknown joint tortfeasors to be later replaced by their actual names which may become known through further discovery in this litigation and who may be liable to Plaintiffs for the damages suffered, in whole or in part, for the actions and/or omissions herein described, encompassing the relevant period of time.
10. Co-Defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico or of a state other than Wisconsin, which is authorized

to do business in Puerto Rico, and which insures 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

11. Defendants **ABC INSURANCE COMPANIES** are corporations organized or operating under the laws of the Commonwealth of Puerto Rico or of a state other than Wisconsin, which are authorized to do business in Puerto Rico, and which 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.

GENERAL ALLEGATIONS

12. Plaintiffs Li-Shu Wang and Yi-Wen Huang, have been living in Wisconsin since May 31, 2022.
13. Mrs. Wang is a biomedical professor, and in July of 2021 she moved to Puerto Rico with her husband, Mr. Huang, while he worked for a cell therapy company for cancer patients in Toa Baja, Puerto Rico.
14. During their initial stay in Puerto Rico, Plaintiffs Li-Shu Wang and Yi-Wen Huang, rented a house in Dorado, P.R. belonging to owners, Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ**, and the **CONJUGAL PARTNERSHIP** comprised of them both.
15. Li-Shu Wang and Yi-Wen Huang liked the house, offered to buy it and agreed on a purchase price with Sullivan and Ruiz.
16. At that point, Plaintiffs were allowed to stay and live as guests in the house rent free while they waited for the closing of the purchase-sale of the house.

17. On August 28th, 2021, at approximately 1:30 am, while sleeping at the Sullivan-Ruiz property, a very large portion of the concrete ceiling, with a block of approximately 10cm thick, and a ceiling fan fell directly on Mrs. Wang.
18. The impact severely injured Mrs. Wang's right dominant arm and caused her excruciating pain.
19. Mrs. Wang also received trauma to her head, left thigh and right abdomen.
20. Mrs. Wang was rushed to Manatí Medical Center, then later transferred to Centro Médico in San Juan, Puerto Rico.
21. At the Medical Center, Mrs. Wang was admitted and multiple tests were completed.
22. X-rays showed complete comminuted, mildly displaced fracture of distal radial metaphysis with question of intraarticular extension, complete radial mid to distal diaphyseal segment fracture with one shaft width posterior displacement, complete ulnar mid to distal diaphyseal segment fracture with one shaft width posterior displacement, one half lateral displacement and overriding of distal fragment and displaced ulnar styloid process fracture.
23. In summary, Mrs. Wang had suffered a transverse fracture of the radial and ulnar shaft on her right elbow, and a transverse fracture at the junction of the mid and distal ulnar shaft on her right forearm. Such fractures required urgent surgery.
24. For approximately two weeks, Mrs. Wang languished at the Medical Center awaiting to have surgery on her crushed right arm.
25. After multiple efforts to have the surgery performed, while in excruciating pain and uncertain of the outcome of her right arm, she finally underwent extensive surgery.

26. During the surgery orthopedic surgeons reset the bones and placed two titanium implants, one per bone.
27. The intraoperative findings were a Carpal tunnel that required release, a right distal radius fracture and a radius-ulnar fracture that required Open Reduction and Fixation.
28. Mrs. Wang awoke from the surgery with terrible surgical incisions along her arm and wrist and had a very difficult and painful recovery.
29. X rays done after the surgery showed S/P metallic plates and multiple screws fixation of fracture of the mid to distal radial shaft and subtle comminuted fracture of the distal radius (intraarticular extension suspected). In addition, S/P metallic plate and multiple screws fixation of mid to distal ulnar shaft.
30. Upon information and belief, defendants Sullivan-Ruiz prior to the collapsing of the ceiling had filed a claim with defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** for structural damages caused by the earthquakes.
31. Upon information and belief, **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** investigated the claim, examined the property for structural damages caused by the earthquakes.
32. Upon information and belief, **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY**, denied the claim.

FIRST CAUSE OF ACTION –

NEGLIGENCE UNDER ART. 1536 OF THE PUERTO RICO CIVIL CODE OF LUZ SULLIVAN, and WILLIAM RUIZ MELENDEZ, and the CONJUGAL PARTNERSHIP COMPRISED OF THEM BOTH

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

34. At all times herein pertinent, Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ** were the registered owners of the house.
35. Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ** had a duty of care to provide a safe dwelling to plaintiffs while using their property.
36. Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ** failed in such duty of care to plaintiffs to provide a safe dwelling while using their property.
37. Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ** had filed a claim, reporting structural damages to their insurance carrier prior to having plaintiffs using their property.
38. It was foreseeable that structural damages to the Sullivan-Ruiz property could cause harm to those using their property.
39. Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ** knew or should have known there was structural damage to the property and failed to warn plaintiffs.
40. Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ, and the Conjugal Partnership comprised of them both** through their acts and omissions while allowing the use of said property, caused damage to Plaintiffs through fault and/or negligence in violation of 31 PR. Laws Ann. (Article 1536 of Puerto Rico's Civil Code).
41. Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ, and the Conjugal Partnership comprised of them both** are responsible for their negligent behavior in failing to warn the Huang-Wang family with the associated risks of being in the property, therefore causing the damages herein described.
42. Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ, and the**

Conjugal Partnership comprised of them both are responsible for their negligent behavior in failing to adequately maintain the property and the foreseeable danger posed by the cracks on the ceiling and walls of their property, therefore causing the damages described in this Complaint, moreover because they agreed to fix the cracks and hired a third party to do so.

43. As a direct and proximate result of the negligence of Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ, and the Conjugal Partnership comprised of them both**, Plaintiffs sustained physical, emotional, mental, and economic damages.

SECOND CAUSE OF ACTION –
CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY

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

45. Defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** was, at the time herein pertinent, a corporation authorized to do business as such in Puerto Rico, and issued an insurance policy on behalf of Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ and/or their property** .

46. Defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** is contractually responsible for the damages caused plaintiffs under the insurance policy issued to Co-Defendants **LUZ SULLIVAN and WILLIAM RUIZ MELENDEZ and/or their property** .

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

48. 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.

49. Prior to this accident, Co-Defendants Sullivan-Ruiz filed a claim under their policy with Co-Defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY**, for structural damages caused by earthquakes.

50. Co-Defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY**, investigated the structural damages claimed by CoDefendants Sullivan Ruiz and knew or should have known there was structural damage to the property and failed to warn plaintiffs.

51. In the alternative, Co-Defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY**, failed to adequately assess the structural damages claimed by CoDefendants Sullivan Ruiz and therefore contributed to the outcome of this tragic ceiling collapse.

52. **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** has clearly been neglectful by failing to properly and adequately inspect the property for structural damages, directly or through competent adjusters, fully knowing of the earthquakes that occurred in Puerto Rico in January of 2020, and as part of their contractual duty when the Sullivan-Ruiz's filed a claim for structural damages to this house under their earthquake damages coverage.

53. Instead, **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY**, had the Dorado property inspected for earthquake damage but failed to warn Sullivan-Ruiz of the dangerous situation and merely proceeded to deny the claim.

54. Had **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** carried

out an adequate inspection pursuant to the claim filed by Sullivan-Ruiz for earthquake damage to the structure, it would have known and would have warned Sullivan-Ruiz, thus avoiding plaintiffs' terrible accident and subsequent physical and emotional damages.

55. **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** had a duty of care to Sullivan-Ruiz to correctly assess the structural damage to the property, whether caused or not by the earthquakes, and it failed to do so.

56. Plaintiffs would have been third-party beneficiary to the insurance claim filed by Sullivan-Ruiz, had the latter been informed by **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY's** adequate inspection that there was structural damage.

57. As a result, Defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** is liable to Plaintiffs for the damages caused to them by any or all of insured Defendants or other tortfeasor, either contractually and/or tortiously.

58. Co-Defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY** is responsible for their negligent behavior in failing to warn the owners and the inhabitants of the property upon the inspection carried out of the danger the cracks and other earthquake damages posed.

59. As a direct and proximate result of the negligence of Co-Defendant **CARIBBEAN AMERICAN PROPERTY INSURANCE COMPANY**, Plaintiffs sustained physical, emotional, mental, and economic damages.

THIRD CAUSE OF ACTION –
ABC INSURANCE COMPANIES

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

61. Defendants **ABC Insurance Companies** were, at the time herein pertinent, authorized to do business as such in Puerto Rico, and issued insurance policies on behalf of Defendants or another tortfeasor.

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

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

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

FOURTH CAUSE OF ACTION –
NEGLIGENCE UNDER ARTICLES
1536 OF THE PUERTO RICO CIVIL CODE
AGAINST JOHN DOE AND JAMES ROE UNKNOWN JOINT TORTFEASORS

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

66. Co-Defendants John Doe and James Roe are so designated for lack of knowledge at this point in the proceedings

67. Co-Defendants John Doe and James Roe caused damage to Plaintiffs through fault and/or negligence in violation of 31 PR. Laws Ann. (Article 1536 of Puerto Rico's Civil

Code).

68. As a direct and proximate result of the negligence of Co-Defendants John Doe and James Roe, Plaintiffs sustained physical, emotional, mental, and economic damages.

69. As a result, Co-Defendants John Doe and James Roe are liable to Plaintiffs for the damages caused to them.

DAMAGES

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

71. Mrs. Wang, after four weeks of physical therapy, twice a week, she was able to slightly bend her fingers, but not her thumb.

72. Mrs. Wang showed significantly limited wrist extension, flexion, and limited wrist and forearm supination as a result of her injuries.

73. Her abilities to hold, pinch, make a fist and perform fine motor tasks were greatly affected.

74. The injury caused her right arm to have a limited range of motion, caused it to feel weak and limited her ability to carry objects.

75. Even after therapy sessions Ms. Wang has severe limitations and cannot fully flex her wrist.

76. Her treating physiatrist has stated that she may not be able to have full function of her hand again.

77. To this day the scar tissue and injuries continue to limit Mrs. Wang's mobility in her wrist and arm.

78. She has continued her physical therapy for many months since the injury but has not been able to have a full recovery.
79. Mrs. Wang's job, as a professor, requires her to have use her hands, which has been compromised by the accident.
80. Mrs. Wang is afraid that she will be unable to have a full recovery and not have normal function of her right arm and hand, which will affect her whole life.
81. She has been mentally and emotionally traumatized by the incident and the subsequent events and is in current fear of being impacted by ceilings or other objects above her everywhere she goes.
82. The extent of her physical, mental and emotional damages are clearly ongoing.
83. Additionally, Mrs. Wang has had to incur in out of pocket expenses for her medical care and has thus suffered economic damages.
84. As a result of the negligent acts or omissions of Co-Defendants, Plaintiffs have suffered physical, emotional, mental, and economic damages.

A. Li-Shu Wang

85. As a result of the negligent acts or omissions of Co-Defendants, Li-Shu Wang suffered physical, emotional, mental, and economic damages.
86. Mrs. Wang's emotional damages include but are not limited to, fear, depression, panic attacks, and trauma. The extent of Mrs. Wang's emotional damages remains ongoing.
87. Mrs. Wang's physical damages include but are not limited to fracture, limited mobility of her wrist, hand and fingers of her right arm. The extent of Mrs. Wang's physical damages is unknown and ongoing.

88. Mrs. Wang's physical and emotional damages will require physical treatment of her right arm, and for the day-to-day care of the yet unknown extent of the physical injuries as a result of having suffered the impact of the ceiling and concrete roof falling on top of her due to defendants' negligence.
89. Mrs. Wang has also suffered pain and loss of motion of her left shoulder, specifically on her rotator cuff, as a result of overuse of her left extremity after the incident to compensate for her right arm injury.
90. Mrs. Wang has a considerable and permanent Whole Person Impairment as a result of her injuries.
91. Mrs. Wang will require electrodiagnosis to ascertain median and ulnar nerve damage as a result of the injuries sustained during the incident.
92. Mrs. Wang's physical damages, as a result of the injuries sustained in the incident described above, have a reasonable value of no less than **SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000.00)**.
93. Mrs. Wang's emotional and mental damages as a result of the injuries sustained in the incident described above, have a reasonable value of no less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**.
94. As a result of the negligent acts, omissions, or misrepresentations of co-Defendants, Mrs. Wang has suffered economic damages.
95. Mrs. Wang's economic damages as a result of the injuries sustained in the incident have a reasonable value of approximately no less than **THREE THOUSAND DOLLARS (\$3,000.00)** for the physical therapies and titanium implant and will have other out of pocket

expenses to cover medical bills and related but that may increase with further medical care and deductibles.

96. Thus, Mrs. Wang's total physical, economic, emotional, and mental damages as a result of injuries sustained in the incident have a reasonable value of no less than **ONE MILLION TWO-HUNDRED AND FIFTY THREE THOUSAND DOLLARS (\$1,253,000.00)**.

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

B. Yi-Wen Huang

98. Yi-Wen Huang lives with the trauma of seeing his wife laying what appeared was lifeless, bloodied in the bedroom floor, surrounded by concrete debris from the ceiling.

99. Yi-Wen Huang lives with the trauma of moving her into another room while deciding how to get her medical help in a place where things were foreign to him.

100. Yi-Wen Huang lives with the trauma of the horrible ordeal at Medical Center trying to get her orthopedic surgeon to treat her promptly.

101. Yi-Wen Huang lives with the trauma of almost losing his wife and mother of his child.

102. Mrs. Wang's ongoing physical damages and emotional damages have affected him deeply and constantly worry him.

103. For Mr. Huang, his stay in Puerto Rico was an opportunity to have a better life and work in the Island. However, this incident impeded him to continue his work here, since the incident has caused him to relocate back to the mainland with his wife for

further medical attention.

104. Mr. Huang's emotional damages as a result of the injuries sustained by his wife Li-Shu Wang in the incident have a reasonable value of no less than **TWO-HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00)**.

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

TRIAL BY JURY DEMANDED

106. Plaintiffs hereby demand trial by jury.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, in the amount of no less than **ONE MILLION FIVE HUNDRED AND THREE THOUSAND DOLLARS (\$1,503,000.00)** plus costs incurred, reasonable attorneys' fees, and such other and further relief as to this Honorable Court may deem just and proper.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this **19th** day of July 2022.

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