

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

ROBERTO OSORIO, ANTONIO LUIS OSORIO,  
SARYMAR BUSHER, and BRANDY OSORIO,

Plaintiffs,

v.

GRUPO HIMA SAN PABLO, INC. d/b/a/  
HOSPITAL HIMA SAN PABLO FAJARDO; DR.  
JAMIL ABOUELHOSEN; DR. ALEXIS PABLOS  
DUCLERC; DR. JESUS BUONOMO; DR. IVAN  
ANTUNEZ; DR. RAFAEL PASTRANA; ABC  
INSURANCE; EFG INSURANCE; 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., INC.;

Defendants.

CIVIL NO. 15-1729 ( )

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, **ROBERTO OSORIO, ANTONIO LUIS OSORIO, SARYMAR BUSHER, and BRANDY OSORIO**, (hereinafter referred to as “Plaintiffs”), through the undersigned counsel, and hereby state, allege, and request as follows:

**JURISDICTIONAL BASIS**

1. Jurisdiction in this case arises under 28 U.S.C. sec. 1332 (diversity jurisdiction).
2. Plaintiffs are citizens and are domiciled in the states of Florida and Nevada.

3. All Defendants are either individuals who reside in Puerto Rico or corporations organized under the laws of the Commonwealth of Puerto Rico with principal place of business in Puerto Rico or in states other than Florida and Nevada.
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. sec. 1391 since the events or omissions giving rise to this claim occurred in this district.

#### **THE PARTIES**

6. Plaintiffs **ROBERTO OSORIO, ANTONIO LUIS OSORIO** and, **SARYMAR BUSHER** are the children of patient Enid Cerra Albo.
7. Plaintiff **BRANDY OSORIO** is the daughter-in-law of patient Enid Cerra Albo, and is married to Plaintiff **ROBERTO OSORIO**.
8. Co- Defendant Grupo HIMA San Pablo, Inc. does business as **HIMA SAN PABLO FAJARDO** (hereinafter "**HIMA SAN PABLO**", "**HIMA**" or "**hospital**").
9. Grupo HIMA San Pablo, Inc. is a corporation duly incorporated, registered in, and with its principal place of business in Puerto Rico.
10. Grupo HIMA San Pablo, Inc. is self insured under HIMA San Pablo Captive Insurance Co. Limited.
11. Co-Defendant **HIMA** owns and/or operates a hospital located in Fajardo, Puerto Rico, wherein it provides its patients with a gamut of hospital services and/or hospital care, including emergency, surgery, PACU, ICU, laboratory and other hospital care and services.

- 12.** Co-Defendant **DR. JAMIL ABOUELHOSEN** (hereinafter **DR. ABOUELHOSEN**) is an internal medicine specialist licensed to practice medicine in Puerto Rico, who treated Enid Cerra Albo prior to and after her elective total abdominal hysterectomy with bilateral salpingo-oophorectomy, until the time of her death.
- 13.** Co-Defendant **DR. ALEXIS PABLOS DUCLERC** (hereinafter "**DR. PABLOS**") is a physician who specializes in gynecology and obstetric medicine and is licensed to practice medicine in Puerto Rico, treated Enid Cerra Albo prior to, during, and after her elective total abdominal hysterectomy with bilateral salpingo-oophorectomy, until the time of her death.
- 14.** Co-Defendant **DR. JESUS BUONOMO** (hereinafter "**DR. BUONOMO**") is a physician who specializes in radiology medicine and is licensed to practice medicine in Puerto Rico, and who treated Enid Cerra Albo after her elective total abdominal hysterectomy with bilateral salpingo-oophorectomy, as well as performed a paracentesis on her on August 20<sup>th</sup>, 2014.
- 15.** Co-Defendant **DR. IVAN ANTUNEZ** (hereinafter **DR. ANTUNEZ**) is a physician with a specialty in gastroenterology, licensed to practice medicine in Puerto Rico, who treated Enid Cerra Albo while hospitalized at HIMA San Pablo Fajardo.
- 16.** Co-Defendant **DR. RAFAEL PASTRANA LABORDE** (hereinafter **DR. PASTRANA**) is a physician with a specialty in gastroenterology, licensed to practice medicine in Puerto Rico, who treated Enid Cerra Albo after her elective total abdominal hysterectomy with bilateral salpingo-oophorectomy.
- 17.** Co-Defendants **ABC INSURANCE**, fictitiously named herein to be later replaced by their actual name/s which may become known through further discovery in this

litigation, is/are an entity/ies or corporation/s organized or operating under the laws of the Commonwealth of Puerto Rico, with its/their principal place of business in Puerto Rico or in a state other than Florida and Nevada, which has/have issued medical malpractice policy/ies on behalf of one or more codefendants covering the acts or omissions described herein, encompassing the relevant period of time.

**18.** 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 Plaintiffs, in whole or in part, for the actions and/or omissions herein described or later revealed through discovery, encompassing the relevant period of time, and the damages suffered by Plaintiffs.

**19.** 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.

**20.** 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 Florida and Nevada, 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.

**21.** Co-Defendant **EFG INSURANCE** is/are an entity(ies) or corporation(s) 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 Florida and Nevada, 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.

**22.** 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.

**23.** 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**

**24.** On or around June 2014, 65-year-old Enid Cerra Albo began experiencing anemia (low hemoglobin) and thrombocytopenia (low platelets), in conjunction with abnormal uterine bleeding.

**25.** Ms. Cerra visited her primary care physician, Dr. Jamil Abouelhossen, and her gynecologist, Dr. Alexis Pablos, both of whom recommended that she undergo elective total abdominal hysterectomy with bilateral salpingo-oophorectomy.

**26.** Dr. Abouelhossen performed a preoperative evaluation in anticipation of the surgery, which was scheduled for June 16<sup>th</sup>, 2014.

**27.** Among the tests performed prior to the surgery, Ms. Cerra had an EKG and a nuclear stress test, pursuant to which she was cleared for surgery, from a cardiology standpoint.

28. Ms. Cerra also had laboratory blood work performed, which revealed elevated bilirubin levels, low albumin levels, elevated SGOT levels, in addition to her chronic anemia, and thrombocytopenia.
29. Prior to surgery, Ms. Cerra suffered from hypertension, hyperlipidemia, hypothyroidism, type-2 diabetes, and peripheral neuropathy.
30. Additionally, Ms. Cerra suffered from undiagnosed cryptogenic (unknown cause) cirrhosis prior to undergoing surgery on June 16, 2014.
31. At the time of her surgery, Ms. Cerra had not ingested alcohol for a very long time, and she had never abused the substance.
32. Despite the laboratory results and the patient's history, Dr. Abouelhossen and Dr. Pablos cleared Ms. Cerra for surgery without further evaluation or referral to a gastroenterologist, hepatologist, or hematologist for treatment of these pre existing conditions.
33. No additional precautions or measures were taken to determine why Ms. Cerra was experiencing abnormal levels of bilirubin, albumin, SGOT, and platelets.
34. On June 16<sup>th</sup>, 2014, Ms. Cerra was admitted to HIMA San Pablo Fajardo to the surgical services of Dr. Alexis Pablos, who performed the elective total abdominal hysterectomy with bilateral salpingo-oophorectomy on that same day.
35. Upon beginning the surgery, Dr. Pablos noticed Ms. Cerra's liver looked cirrhotic, but continued to perform the surgery as planned without taking additional precautionary measures to manage this discovery in the patient or to ensure her well-being.
36. Once the surgery was completed, Ms. Cerra was transferred to the PACU.

37. After the bilateral hysterectomy, pathology revealed no cancer, and thus the radical surgery had been unnecessary, extreme and highly dangerous for the patient.
38. While still hospitalized at HIMA, Ms. Cerra developed post-operative renal insufficiency.
39. Dr. Abouelhossen placed a consult on June 18<sup>th</sup>, 2014 to a nephrologist for an evaluation of the patient.
40. Ms. Cerra was evaluated on June 18<sup>th</sup>, 2014 by nephrologist Dr. Ángel R. Sánchez-Martínez, who recommended gastroenterology follow-ups and liver failure precautions.
41. No consultations were placed for gastroenterology follow-ups in response to Dr. Sánchez-Martínez's evaluation and recommendations.
42. During Ms. Cerra's hospitalization for the surgery and following the surgery, only one gastroenterology consultation was placed, dated June 23<sup>rd</sup>, 2014.
43. Co-defendant Dr. Iván D. Antunez, was the gastroenterologist assigned by the hospital to evaluate Ms. Cerra due to upper gastrointestinal bleeding that she developed approximately seven days post surgery.
44. Dr. Antunez recommended a semi-emergent esophageal gastro-duodenoscopy (EGD) to identify the source of Ms. Cerra's upper gastrointestinal bleeding. This procedure was performed on June 24<sup>th</sup>, 2014.
45. The EGD revealed Ms. Cerra was suffering from esophageal varices, which Dr. Antunez banded during the procedure.
46. No further inquiries were performed during or after the EGD by Dr. Antunez to identify the etiology of the esophageal varices.

47. After the EGD, Ms. Cerra was presumed stable and with no further bleeding, but no additional gastrointestinal workup to identify the reason for the condition was performed prior to her discharge on June 28<sup>th</sup>, 2014.
48. During her hospital stay from June 16<sup>th</sup>, 2014 to June 28<sup>th</sup>, 2014, Ms. Cerra's hysterectomy wound did not seem to be healing, and fluid was leaking from her surgical wound, causing her severe pain.
49. Despite these facts, Ms. Cerra was discharged home.
50. Ms. Cerra returned to Dr. Abouelhossen and Dr. Pablos in early July 2014 due to upper right abdominal quadrant pain and fluid accumulation in her abdomen.
51. Dr. Abouelhossen and Dr. Pablos both recommended drainage of this fluid, and referred her to radiologist Dr. Jesús Buonomo to have this procedure performed.
52. Ms. Cerra went to see Dr. Buonomo in early July 2014, and was told that she did not have enough fluid in her abdomen for him to perform the drainage procedure, also known as paracentesis.
53. In early July 2014, Dr. Jesús Buonomo did not extract a small amount of this fluid to determine its source via pathology laboratory work.
54. On several occasions during the months of July and August 2014, Ms. Cerra returned to both Dr. Abouelhossen and Dr. Pablos, due to the same abdominal pain and concerns regarding the failure of her wound to heal and the leakage of fluid from her surgical wound.
55. On August 20<sup>th</sup>, 2014, Ms. Cerra was finally admitted to HIMA San Pablo for the second time for the paracentesis procedure to be performed by Dr. Buonomo.



56. Dr. Buonomo performed a right upper quadrant ultrasound-guided abdominal paracentesis and removed over 5 liters of fluid from Ms. Cerra's abdomen without taking the proper precautions to ensure Ms. Cerra's well-being.
57. The lack of precautions during the paracentesis of over 5 liters of fluid caused a severely large intravascular volume shift in Ms. Cerra's body.
58. Dr. Buonomo did not send the fluid extracted from Ms. Cerra to a laboratory for pathology testing.
59. Ms. Cerra was not kept overnight for observation and intravascular albumin replenishment, as her condition warranted, but, rather, was discharged that same day from HIMA San Pablo and instructed to follow up with her physicians on an outpatient basis.
60. No further evaluation was performed by the co-defendants to identify the cause of the accumulation of fluid in Ms. Cerra's abdomen.
61. No measures were taken by the co-defendants to prevent further re-accumulation of fluid in Ms. Cerra's abdomen.
62. Three days later, on August 23<sup>rd</sup>, 2014, Ms. Cerra returned to the emergency department at HIMA San Pablo with worsening right upper quadrant pain, moderate hypotension, jaundice, and anemia.
63. Ms. Cerra was admitted to the hospital on this same date and laboratory blood work was performed.
64. The laboratory results revealed Ms. Cerra was suffering from spontaneous bacterial peritonitis, worsened liver failure with hepatorenal syndrome, subsequent re-

bleeding from the esophageal varices, and multisystem organ failure as a result of septic shock.

65. The combination of her pre-existing comorbidities in the presence of acute liver failure due to Defendants' negligent medical treatment caused Ms. Cerra to suffer a cardiopulmonary arrest on September 3<sup>rd</sup>, 2014, and subsequently die on September 4<sup>th</sup>, 2014 as a result of cardiogenic shock.

**FIRST CAUSE OF ACTION FOR  
NEGLIGENCE UNDER ARTICLE 1802 &  
1803 OF THE PUERTO RICO CIVIL CODE  
HIMA SAN PABLO AND ITS PERSONNEL**

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

67. HIMA San Pablo has emergency, surgery, and hospital departments within its hospital premises.

68. At all relevant times of this complaint, HIMA San Pablo operated or contracted to operate emergency, surgery, radiology, gastroenterology and hospital departments within its premises.

69. The hospital sets up policies, procedures and/or requirements for the operation of the emergency, surgery, and hospital departments on its premises.

70. The hospital failed to ensure that the patient was fully informed as to the risks and benefits of the surgery and/or sufficiently fit to endure such elective surgery despite her compromised hepatic state.

71. As a result of the lack of informed consent, the hospital permitted, encouraged the unnecessary and contraindicated surgery and permitted the patient to be battered by

the medical and nursing personnel involved and the ensuing foreseeable complications and death of patient.

**72.**The hospital supplies nursing, clerical, administrative, and technical personnel to the emergency, hospital, radiology, PACU, and surgery departments.

**73.**The hospital derives revenue from the services provided to patients at these and other departments within its premises.

**74.**The hospital is liable for medical malpractice occurring at the previously mentioned hospital departments located on its premises.

**75.**The treatment offered by HIMA San Pablo to Enid Cerra Albo, through its medical, nursing, technical personnel and/or the doctors with privileges who used its facilities, 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 Plaintiffs the untimely death of their beloved mother and mother-in-law, Enid Cerra Albo, and the injuries as described herein.

**76.**HIMA San Pablo's personnel failed to exercise the care and precautions required under the circumstances in order to prevent the loss of Enid Cerra Albo's life, lacked the required knowledge and medical skill, and failed to timely have available the personnel and equipment necessary to avoid the injuries and subsequent death of Enid Cerra Albo.

**77.**HIMA San Pablo's personnel negligently failed to recognize or otherwise ignored the serious nature of Enid Cerra Albo's condition upon displaying abnormal laboratory workup results, upper right quadrant pain, and fluid in her abdomen, among other

signs and symptoms.

**78.**At all times herein pertinent, co-Defendant HIMA San Pablo, its directors, officers, and employees were negligent in failing to provide the proper medical attention to Enid Cerra Albo, in failing to provide the proper supervision and credentialing of co-Defendants Dr. Jamil Abouelhossen, Dr. Alexis Pablos, Dr. Jesús Buonomo, Dr. Ivan D. Antunez, as well as the medical personnel HIMA San Pablo employs, and otherwise failing to exercise due care and caution to prevent the tortious conduct and injuries to Plaintiffs and to Enid Cerra Albo.

**79.**HIMA San Pablo, not only failed to adequately supervise the Defendant physicians and/or ensure their prompt attention to patient, but permitted the use of its facilities, allowing, encouraging, and condoning the negligent care and improper treatment of Enid Cerra Albo, proximately and directly causing Plaintiffs' injuries.

**80.**HIMA San Pablo Fajardo failed to staff its hospital with the medical, nursing, and technical personnel and equipment necessary to timely, appropriately, and safely treat its patients and ensure prompt and adequate medical attention.

**81.**In so doing, HIMA San Pablo misled those who sought full hospital treatment into thinking that they would be appropriately treated.

**82.**HIMA San Pablo Fajardo did not provide the timely services of persons capable of properly and effectively coordinating its departments.

**83.**HIMA San Pablo Fajardo did not adequately keep Enid Cerra Albo's medical record, inasmuch as the nursing, technicians and physician entries are difficult or impossible to decipher and the multiple illegible entries, many apparently incomplete, are not adequately organized, and do not meet the standards and exigencies relevant to

maintaining this type of documentation, all to the detriment of the patient and resulting in substandard care.

**84.**As a direct and proximate cause of co-Defendant HIMA San Pablo and its personnel's failure to properly treat Enid Cerra Albo, Plaintiffs sustained severe emotional pain and suffering and other damages, as described below.

**85.**As a direct and proximate cause of co-Defendant HIMA San Pablo and its personnel's failure to properly treat Enid Cerra Albo, she sustained severe physical and emotional pain and suffering and other damages, as described below.

**SECOND CAUSE OF ACTION  
FOR NEGLIGENCE UNDER ARTICLES 1802 & 1803 AGAINST PHYSICIANS  
DR. JAMIL ABOUELHOSEN, DR. ALEXIS PABLOS, DR. JESUS BUONOMO, DR. IVAN  
ANTUNEZ, AND DR. RAFAEL PASTRANA**

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

**87.**Co-Defendants Dr. Abouelhossen, Dr. Pablos, Dr. Buonomo, Dr. Antunez, and Dr. Pastrana's interventions with Enid Cerra Albo prior to and after June 16<sup>th</sup>, 2014, until her untimely death, were 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 Ms. Cerra and, thus, her pain and suffering and the pain and suffering of Plaintiffs, as described herein.

**88.**Co-Defendants Dr. Abouelhossen, Dr. Pablos, Dr. Buonomo, Dr. Antunez, and Dr. Pastrana 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 obtain a detailed history and physical examination of a patient with an elevated bilirubin, low albumin, elevated SGOT, chronic anemia and thrombocytopenia.

**89.** Co- Defendants Dr. Abouelhossen and Dr. Pablos 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 seek additional evaluations by a gastroenterologist, a hepatologist or a hematologist prior to Enid's surgical procedure, to delineate the etiology of the clinical presentation of a patient who suffered from borderline cirrhosis in conjunction with the aforementioned laboratory results.

**90.** Co-Defendant Dr. Abouelhossen 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 he allowed Ms. Cerra to proceed with an operation without first addressing her multiple clinical findings of liver disease.

**91.** Co- Defendant Dr. Pablos 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 he proceeded with an operation without first addressing Enid's multiple clinical findings of liver disease.

**92.** Co- Defendant Dr. Pablos failed to obtain the patient's informed consent and thus, encouraged the unnecessary and contraindicated surgery.

**93.** Co- Defendant Dr. Pablos thus committed battery on the patient and is responsible for the ensuing foreseeable complications and death of patient.

- 94.**Co-Defendant Dr. Buonomo 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 he failed to timely and appropriately drain the ascetic fluid from Enid's abdomen when she first visited him in early July 2014 and when he did not extract a sample of this fluid to send to pathology and determine its source.
- 95.**Co- Defendant Dr. Buonomo and the hospital's nursing and technical staff 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 obtain culture, chemical analysis, and pathology opinion of the ascetic fluid that was removed from Enid following the paracentesis.
- 96.**Co- Defendant Dr. Buonomo, Dr. Abouelhossen, and Dr. Pablos 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 discharged Enid instead of keeping her in the hospital for overnight observation and intravascular replenishment with albumin to compensate for the shift of intravascular fluid volume as a result of removing 5 liters of ascetic fluid.
- 97.**Co- Defendant Dr. Buonomo 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 consult Enid's internal medicine, primary care physician or place the appropriate consultation

while hospitalized to determine the reason for the accumulation of that large amount of fluid at the time she was performed the paracentesis by Dr. Buonomo.

**98.** Co-Defendant Dr. Antunez 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 he failed to perform a detailed history and physical examination when consulted with a patient who suffered from acute upper gastrointestinal bleeding as a result of esophageal varices.

**99.** Co-Defendant Dr. Antunez 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 he failed to order requisite testing and perform further liver evaluations to delineate the etiology of cirrhosis in this patient, in the presence of hepatorenal syndrome with esophageal varices.

**100.** Co-Defendant, Dr. Antunez 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 he proceeded to band Ms. Cerra's esophageal varices without first identifying the reason for their development.

**101.** Co-Defendant, Dr. Pastrana 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 he failed to order the required tests and additional evaluations for this patient in order to determine the etiology of her condition.

**102.** Co-Defendants Dr. Abouelhossen, Dr. Pablos, Dr. Buonomo, Dr. Antunez, and Dr. Pastrana failed to adequately keep and promptly provide Enid Cerra Albo's



medical record, physician entries are difficult or impossible to decipher and with multiple illegible entries, apparently incomplete, are not adequately organized, and do not meet the standards and exigencies relevant to maintaining this type of documentation, all to the detriment of the patient and resulting in substandard care.

**103.** Co-Defendants Dr. Abouelhossen, Dr. Pablos, Dr. Buonomo, Dr. Antunez, and Dr. Pastrana negligently failed to timely and appropriately provide adequate medical care to Enid commensurate with her signs and symptoms.

**104.** Co-Defendants Dr. Abouelhossen, Dr. Pablos, Dr. Buonomo, Dr. Antunez, and Dr. Pastrana negligently and carelessly failed to treat the patient in a logical, competent manner and within the acceptable standard of care.

**105.** As a direct and proximate cause of Co-Defendants Dr. Abouelhossen, Dr. Pablos, Dr. Buonomo, Dr. Antunez, and Dr. Pastrana's actions and omissions upon being presented with a patient with Enid's conditions and with her clinical signs, Enid was deprived of an opportunity to be promptly and appropriately treated when time was of the essence and the Plaintiffs, through the premature death of Enid, were deprived of her companionship, support and love.

**106.** In so doing, Co-Defendants Dr. Abouelhossen, Dr. Pablos, Dr. Buonomo, Dr. Antunez, and Dr. Pastrana committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the death of Enid, her physical and emotional pain and suffering and the Plaintiffs' emotional pain and suffering, as detailed herein.

**THIRD CAUSE OF ACTION  
FOR NEGLIGENCE UNDER ARTICLES 1802 & 1803  
OF THE PUERTO RICO CIVIL CODE**

**AGAINST ABC INSURANCE**

- 107.** The allegations contained above are incorporated by reference as if again fully set forth herein.
- 108.** Co-Defendant ABC Insurance was at all times herein pertinent an insurance company authorized to do business in the Commonwealth of Puerto Rico and which issued public liability and/or malpractice insurance policies on behalf of one or more Co-Defendants.
- 109.** Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
- 110.** 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.
- 111.** Therefore, Co-Defendant ABC Insurance is jointly and severally liable to all Plaintiffs for the damages caused to them by one or more Co-Defendants.

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

- 112.** The allegations contained above are incorporated by reference as if again fully set forth herein.
- 113.** Co-Defendants John Doe and James Roe are so designated for lack of knowledge of their names/identities at this point in the proceedings.
- 114.** Co-Defendants John Doe and James Roe's intervention in the nursing, technical or medical care of Enid while at Co-Defendant HIMA San Pablo 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 Enid's death and her pain and suffering, as well as the pain and suffering of all Plaintiffs upon her premature death, as described herein.

**115.** 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 Enid, commensurate with her reported symptoms, and, as such, directly caused and/or contributed to causing her premature death and her pain and suffering, as well as the pain and suffering such death caused upon the Plaintiffs.

**116.** 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, condition/s and, thus, failed to provide a prompt, complete, thorough and adequate emergency medical evaluation.

**117.** Co-Defendants John Doe and James Roe negligently and carelessly failed to promptly examine, evaluate and treat Enid, delaying her thorough examination and the provision of essential treatment.

**118.** 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 and condition and, thus, failed to provide adequate medical evaluation and treatment.

**119.** 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 Enid with appropriate treatment, but instead allowed delay in treatment and other negligent acts that worsened her condition and further damages.

**120.** Co-Defendants John Doe and James Roe negligently and carelessly failed to provide proper care of their patient, Enid, by failing to engage in her examination, evaluation of symptoms and care on a timely basis.

**121.** 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 Enid's condition and with her clinical signs, Enid was deprived of the opportunity to be promptly treated when time was of the essence and she was caused immense physical and emotional pain and suffering, while the Plaintiffs, through Enid's premature death, were deprived of her companionship, camaraderie, support and love and were, thus, also caused immense emotional pain and suffering.

**122.** 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 Enid Cerra Albo, as detailed herein.

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

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

- 124.** The allegations contained above are incorporated by reference as if again fully set forth herein.
- 125.** Upon information and belief, some of the defendant doctors were married without marriage capitulations and/or prenuptial agreements during the events described in this complaint.
- 126.** The activities by which the individual defendant doctors caused Plaintiffs' damages were activities that benefited their respective conjugal partnerships, referred to herein as Doe-Roe Conjugal Partnerships I-X, as Plaintiffs lack information as to the actual names of the respective wives and/or husbands.
- 127.** As such, each conjugal partnership is jointly and severally liable to Plaintiffs for the damages caused by the individual physician Defendants.

**SIXTH CAUSE OF ACTION  
AGAINST SIMED**

- 128.** The allegations contained above are incorporated herein by reference as if again fully set forth herein.
- 129.** 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.
- 130.** Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.

131. 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.

132. 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  
AGAINST EFG INSURANCE**

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

134. Co-Defendant EFG Insurance was at all times herein pertinent an insurance company or entity 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.

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

136. 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.

137. Therefore, Co-Defendant EFG 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**

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

139. Patient Enid Cerra Albo was the mother of Plaintiffs **ROBERTO OSORIO, ANTONIO LUIS OSORIO, and SARYMAR BUSHER**, and the mother in law of Plaintiff **BRANDY OSORIO**, all whom loved her dearly.

140. Patient Enid Cerra Albo was a dedicated mother, mother in law, and grandmother, who set and inspired by example for her children, daughter-in-law and grandchildren, and who would share and provide support, counseling and intimate moments to her sons, daughter, daughter in law, and grandchildren.

141. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs unnecessarily and prematurely lost their beloved mother and mother in law, and an exemplary and outstanding person.

142. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs lived through the immense pain and suffering of seeing their dearly loved Enid suffer, deteriorate and die an untimely death at the relatively young age of 65.

143. In losing Enid, Plaintiffs **ROBERTO OSORIO, ANTONIO LUIS OSORIO, SARYMAR BUSHER**, and **BRANDY OSORIO** lost their treasured mother and mother in law, a lifelong friend, a formidable pillar of their family and a dear confidante.

144. Plaintiffs **ROBERTO OSORIO, ANTONIO LUIS OSORIO, SARYMAR BUSHER**, and **BRANDY OSORIO** have suffered dearly the loss of their mother and mother in law, with whom they will not be able to share the special moments of their lives and those of their growing families.

**145.** Plaintiffs **ROBERTO OSORIO, ANTONIO LUIS OSORIO, SARYMAR BUSHER,** and **BRANDY OSORIO's** quality of life has been severely and permanently eviscerated as a result of their mother and mother in law's untimely death.

**146.** Plaintiffs **ROBERTO OSORIO, ANTONIO LUIS OSORIO, SARYMAR BUSHER,** and **BRANDY OSORIO** were very close to their mother and mother in law and, for the rest of their lives, will never again have her company, counsel or love.

**147.** As a direct and proximate result of the negligence and wanton conduct of all Defendants, for the rest of their lives Plaintiffs will continue to suffer the irreparable loss of Enid and their quality of life will continue to be severely affected.

**148.** As a direct and proximate result of the negligence of all Defendants, Ms. Enid Cerra Albo, suffered in agony and, eventually, a painful and untimely death, a cause of action which Plaintiffs **ROBERTO OSORIO, ANTONIO LUIS OSORIO,** and **SARYMAR BUSHER** inherit as Ms. Enid Cerra Albo's heirs under Puerto Rico law.

**149.** Patient **ENID CERRA ALBO,** due to this highly negligent treatment, suffered immensely, physically and emotionally. Aside from some ailments that were not lethal, Enid was fine before entering the hospital. If the appropriate tests and required subsequent evaluations, commensurate with her signs and symptoms, had been performed, her conditions could have been adequately addressed and her surgery, if ever became appropriate or necessary, could have been performed with the appropriate precautionary measures. Ms. Cerra was an active person, intellectually and socially. The highly negligent medical treatment provided by all co-defendants caused Enid immense physical and emotional pain and suffering. Her health took a turn for the worst, and Enid suffered deep anxiety and pain in



anticipation to her ultimately negligent death. Enid went to her physicians on numerous occasions after her surgery, searching for relief from the fluid that was accumulating in her abdomen and causing her substantial pain. After no hope was left for her, the accumulated negligence of the co-defendants led to Enid suffering from septic shock, multisystem organ failure, peritonitis, hepatorenal syndrome, and cardiorespiratory arrest until she died, presumably from cardiogenic shock. Ms. Cerra's own horrible pain and suffering, as a mother, grandmother and family matriarch has a reasonable value of no less than **ONE MILLION DOLLARS**

**150.** The acts and omissions of the Defendants have caused Plaintiff **ROBERTO OSORIO** an immense loss, intense, emotional pain and suffering, frustration and a grave sense of injustice, which value is equal to a sum not less than **ONE MILLION DOLLARS.**

**151.** The acts and omissions of the Defendants have caused Plaintiff **ANTONIO LUIS OSORIO** an immense loss, intense emotional pain and suffering, frustration and a grave sense of injustice, which value is equal to a sum not less than **ONE MILLION DOLLARS.**

**152.** The acts and omissions of the Defendants have caused Plaintiff **SARYMAR BUSHER** an immense loss, intense emotional pain and suffering, frustration and a grave sense of injustice, which value is equal to a sum not less than **ONE MILLION DOLLARS.**

**153.** The acts and omissions of the Defendants have caused Plaintiff **BRANDY OSORIO** an immense loss, intense emotional pain and suffering, frustration and a grave sense

of injustice, which value is equal to a sum not less than **TWO HUNDRED AND FIFTY THOUSAND DOLLARS**

**TRIAL BY JURY DEMANDED**

**154.** Plaintiffs demand trial by jury on all causes of action herein alleged.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs demand judgment against all Defendants jointly and severally, in an amount not less than **FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS** 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 29th day of May, 2015.

**INDIANO & WILLIAMS, P.S.C.**  
Attorneys for Plaintiff  
207 del Parque Street, Third Floor  
San Juan, Puerto Rico 00912  
Tel: (787) 641-4545; Fax: (787) 641-4544  
jeffrey.williams@indianowilliams.com  
david.indiano@indianowilliams.com  
leticia.casalduc@indianowilliams.com

BY: *s/ Jeffrey M. Williams*  
JEFFREY M. WILLIAMS  
USDC PR Bar No. 202414

BY: *s/ David C. Indiano*  
DAVID C. INDIANO  
USDC PR Bar No. 200601

*s/ Leticia Casalduc Rabell*  
LETICIA CASALDUC RABELL  
USDC PR Bar No. 213513