

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

ANTHONY RUENES, DAVID RUENES AND
WANDA RUENES,

Plaintiffs,

vs.

HOSPITAL EPISCOPAL SAN LUCAS, INC.;
BEAZLEY USA SERVICES, INC.; DR. MIGUEL
ECHEVARRIA QUINTANA; ABC INSURANCE
COMPANIES, EFG INSURANCE; JOHN DOE;
JAMES ROE; DOES I-X

Defendants.

CIVIL NO.: 19-2052

MEDICAL MALPRACTICE

Article 1802 and 1803

TRIAL BY JURY DEMANDED

COMPLAINT

TO THE HONORABLE COURT:

APPEAR NOW the Plaintiffs in this action, through the undersigned attorneys, and respectfully state, allege and pray as follows:

JURISDICTIONAL BASIS & VENUE

1. Plaintiffs ANTHONY RUENES, DAVID RUENES and WANDA RUENES are citizens of, domiciled in, and reside in the state of New York.
2. Defendants are citizens of, domiciled in, incorporated in or with their principle place of business in Puerto Rico or a state other than New York.
3. The matter in controversy exceeds the sum of Seventy Five Thousand Dollars (\$75,000), exclusive of interest and costs, 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. Plaintiffs ANTHONY RUENES, DAVID RUENES and WANDA RUENES are the sons and daughter in law, respectively, of Armando Andrés Ruenes, hereinafter referred to also as “Mr. Armando Ruenes” or “Don Armando”.
6. Co-Defendant **HESL** owns and/or operates a hospital located in Ponce, Puerto Rico, wherein it provides its patients with a gamut of hospital services and/or hospital care, including nursing, emergency, telemetry, respiratory therapy, surgery, ICU, radiology, laboratory and other hospital care and services.
7. Co-Defendant **BEAZLEY USA SERVICES, INC.**, (hereinafter “**BEAZLEY**”) is an insurance company authorized by the Insurance Commissioner of the Commonwealth of Puerto Rico to do business in Puerto Rico and who, by information and belief, emitted an insurance policy in favor of **HESL**, which provides coverage for the facts involved in this case. **HESL** and **BEAZLEY** are both jointly and severally responsible for the damages alleged in this complaint.
8. Co-Defendant **DR. MIGUEL A. ECHEVARRIA QUINTANA**, is an internal medicine physician, with privileges at **HESL**.
9. Co-Defendant **DR. MIGUEL A. ECHEVARRIA QUINTANA** was Don Armando’s attending physician, while hospitalized at **HESL** in November and December 2018.
10. Co-Defendant **HESL** assigned **DR. MIGUEL A. ECHEVARRIA QUINTANA** to be Don Armando’s attending physician, as per established hospital protocol.
11. Co-Defendants **ABC INSURANCE COMPANIES** are entities or corporations

organized or operating under the laws of the Commonwealth of Puerto Rico, with their principal place of business in Puerto Rico or in a state other than New York, which issued insurance policies on behalf of **HESL** for the acts or omissions described herein, encompassing the relevant period of time.

12. Co-Defendants **EFG INSURANCE** are entities or corporations organized or operating under the laws of the Commonwealth of Puerto Rico, with their principal place of business in Puerto Rico or in a state other than New York, which issued insurance policies on behalf of one or more codefendants for the acts or omissions described herein, encompassing the relevant period of time.

13. 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 for the damages suffered, in whole or in part, for the actions and/or omissions herein described, encompassing the relevant period of time.

14. Co-Defendants **DOES I-X**, fictitiously named herein to be later replaced by the action name which may become known through further discovery in this litigation, which are individuals, business entities and/or corporations who are citizens of Puerto Rico or a state other than New York, who caused and/or contributed through their own acts or omissions or the acts or omissions of the employees, agents, or assignees in violation of 31 L.P.R.A. §5141 and/or 31 L.P.R.A. §5142 to the damages caused to Plaintiffs in this case, for which they are jointly and severally liable to Plaintiffs.

GENERAL ALLEGATIONS

15. Armando Ruenes was a 75-year-old independent man, who was retired mechanical engineer, and had moved to Puerto Rico from New York less than a year before.
16. On or about November 9, 2018, Armando Ruenes went to **HESL's** emergency ward, complaining of shortness of breath and swelling of his legs and scrotum.
17. Armando A. Ruenes was admitted to **HESL**, under the care of attending physician **DR. MIGUEL ECHEVARRIA QUINTANA**.
18. Mr. Armando Ruenes had a history of congestive heart failure and CAD.
19. Don Armando was diagnosed with bronchitis, pneumonia, influenza B, which were factors contributing to his respiratory distress.
20. On November 11, 2018, Don Armando's CO2 levels were abnormally high.
21. Don Armando was provided with respiratory therapy and tammy flu.
22. On the evening of November 12, 2018, at 8:28 p.m., the respiratory therapist went to provide Don Armando with therapy and found him unresponsive and without a pulse.
23. The telemetry alarms were going off and the nurses had not responded.
24. Code green was called and Dr. Lugo and Dr. Santiago arrived at Don Armando's room and provided CPR and intubated the patient.
25. The record indicates that the patient responded to treatment and was left on mechanical ventilator and transferred to Intensive Care Unit (ICU).
26. Subsequent neurological exams demonstrated Don Armando suffered substantial brain damage as a result from lack of oxygen to the brain.
27. The family was informed that the lack of oxygen was due to the delay in responding to Don Armando's respiratory condition.

28. As a result from the anoxic brain injury, Don Armando's neurological status was severely compromised.
29. After the anoxic brain injury, Don Armando could not communicate, move or do anything for himself.
30. After the anoxic brain injury, Don Armando was totally dependent on the medical and hospital staff for all his needs.
31. Don Armando was transferred out of ICU and placed in another hospital room.
32. During the following weeks at **HESL**, Don Armando developed pressure wounds throughout his body, including his head.
33. The pressure wounds on Armando's body continued to grow and became deeper and infected.
34. **HESL** prepared Don Armando for transfer out of the hospital by equipping him with a feeding tube (PEG).
35. On December 14, 2018, Armando was transferred in critical condition to hospice at Hogar Oasis Dorado.
36. Don Armando did not receive proper medical or nursing treatment in order to avoid the development of pressure ulcers.
37. Don Armando's pressure wounds were not adequately treated by the personnel at **HESL**, the nursing personnel of **HESL** or, the physician in charge Don Armando's treatment, **DR. ECHEVARRIA QUINTANA**.
38. Armando was improperly cared for, allowing the pressure wounds to grow, exude, and cover parts of his body.
39. Although a family member would visit Don Armando regularly, his body was covered so

that the pressure ulcers that were forming were not visible.

40. **HESL** medical, nursing and other personnel failed to adequately move Don Armando in order to avoid the formation and progression of pressure ulcers and wounds.
41. **HESL** staff failed to adequately examine and/or treat Armando's conditions, pressure sores, and overall medical condition.
42. While at **HESL**, Don Armando was neither bathed with sufficient regularity nor adequately.
43. Defendants failed to adequately monitor and care for the wounds of Armando, thereby allowing them to become terribly infected.
44. Defendants failed to timely intervene or otherwise provide adequate or appropriate treatment, causing Don Armando's to inhumane conditions without basic hygiene, hair cut or shave at **HESL**.
45. At Hogar Oasis Dorado, the personnel was appalled at the subhuman condition in which Armando was delivered to them.
46. Don Armando had foul odors emanating from wounds and lack of basic hygiene.
47. Don Armando had accumulated body waste due to inadequate bathing and caring.
48. Don Armando had not been groomed with basic shave and hair cut for too long.
49. A social worker at Hogar Oasis Dorado intervened to record the inhumane condition Don Armando was in, when **HESL** transferred him to Hogar Oasis Dorado.
50. Personnel at the Hogar Oasis Dorado, plaintiffs and family who saw Armando, were so appalled of the wretched condition he emerged from **HESL**, that were moved to tears.
51. Don Armando died only two days after his transfer from **HESL** to Hogar Oasis Dorado.
52. As a direct result of Defendants' negligence and failure to properly provide Mr. Armando

Ruenes with adequate medical and nursing care, plaintiffs have lost their father.

53. As a direct result of Defendants' negligence and failure to properly provide Mr. Armando Ruenes with adequate medical and nursing care, Don Armando was inhumanly treated, causing him much pain and suffering, loss of human dignity, inherited by plaintiffs.
54. Plaintiffs have suffered much pain and suffering, emotional and mental damages a direct result of Defendants' negligence and/or the negligence of their employees, agents, or assignees.

**FIRST CAUSE OF ACTION AGAINST
NEGLIGENCE OF HESL AND ITS PERSONNEL**

55. The allegations contained above are incorporated by reference as if again fully set forth herein.
56. Defendant **HESL**, through the acts or omissions of its employees, personnel, nurses, doctors, agents, sub-contractors, or assignees, caused damage to Plaintiffs through fault or negligence in violation of 31 L.P.R.A. §5141 and/or 31 L.P.R.A. §5142.
57. Defendant **HESL** provides nursing, respiratory therapy and medical care to all types of patients, including the elderly and medically compromised, such as Armando.
58. Defendant **HESL**, at the relevant times of this Complaint, provided nursing and medical treatment to Armando, including to provide treatment to Armando initial conditions for admittance and later when he was unable to take care of himself.
59. Defendant **HESL** contracted, employed, or arranged for **DR. ECHEVARRIA QUINTANA** to provide medical evaluations and treatment to patients, including to Armando, during the times pertinent to this Complaint.
60. Defendant **HESL** has established policies, procedures and/or requirements for the provision of the nursing/medical treatment for patients, such as Armando.

61. Defendant **HESL**'s established policies, procedures and/or requirements for the provision of the nursing/medical treatment and preventive care for patients who are at risk of fall and risk of sudden respiratory or cardiac arrest, such as Armando.
62. Defendant **HESL** supplies doctors, nurses, therapists, clerical, administrative, and technical personnel to treat patients such as Armando.
63. Defendant **HESL** failed in its duty to communicate with patient's closest family members, plaintiffs and keep them abreast of their loved one's condition, especially when the patient is unable to make any decisions.
64. Defendant **HESL** withheld information from plaintiffs, even though they documented their authorization to receive information and decide Don Armando's care.
65. Defendant **HESL** would not provide plaintiffs with vital information regarding Don Armando.
66. Defendant **HESL** has an inadequate system to alert nurses when patient's are in distress.
67. Defendant **HESL** has monitors that sound alarms that cannot be heard or detected unless the nurses come into the hospital room.
68. Defendant **HESL** failed to place Don Armando in a room suitable for close and effective monitoring by nurses.
69. Defendant **HESL** derives revenue from the services it provides it patients.
70. Defendant **HESL** is liable for medical/nursing malpractice caused by the personnel it hires to provide services to its patients.
71. Defendant **HESL** owed a duty to Plaintiffs to provide nurses, doctors, facilities, staffing, treatment and medical care consistent with the medical standards that satisfy the exigencies generally recognized by the medical profession in light of the modern means

of communication and teaching.

72. The treatment offered by **HESL**, through its personnel, nurses, employees, doctors, agents and assignees, to Armando Ruenes 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 Armando's death and the injuries to plaintiffs, as described herein.
73. Defendant **HESL**, through its personnel, nurses, employees, doctors, agents and assignees, failed to exercise the care and precautions required under the circumstances in order to prevent the damage and injuries to Plaintiffs, lacked the required knowledge and medical/nursing skill, failed to timely have available the personnel and equipment necessary to avoid the injuries and subsequent injuries to Plaintiffs.
74. Defendant **HESL**, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to adequately monitor Don Armando's delicate condition.
75. Defendant **HESL**, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to recognize the serious nature of the Armando's condition before he was found unconscious.
76. Defendant **HESL**, through its personnel, nurses, employees, doctors, agents and assignees, negligently and carelessly failed to timely treat Don Armando when he became unconscious in **HESL's** hospital bed.
77. Defendant **HESL**, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to timely and properly administer ACLS in order to avoid Don Armando's anoxic brain injury.
78. Defendant **HESL**, through its personnel, nurses, employees, doctors, agents and

assignees, failed to ensure proper and timely nursing and medical services were made available to Don Armando.

79. At all times herein pertinent, Defendant **HESL**, through its executives, directors, personnel, nurses, employees, doctors, agents and assignees were negligent in failing to provide the proper medical attention to Armando, in failing to provide the proper supervision or management of **DEFENDANTS DR. ECHEVARRIA QUINTANA**, as well as the medical and other personnel it employs, and otherwise failing to exercise due care and caution to prevent the tortious conduct and injuries to Plaintiffs.
80. Defendant **HESL**, through its personnel, nurses, employees, doctors, agents and assignees, offered medical services to patients, but failed to staff its operation with the medical personnel necessary to timely, appropriately, and safely treat its patients and ensure appropriate and timely treatment.
81. In so doing, Defendant **HESL**, through its personnel, nurses, employees, doctors, agents and assignees, misled those who sought full medical treatment into thinking that they would be appropriately treated.
82. As a direct and proximate cause of Defendant **HESL's** acts or omissions, through its personnel, nurses, employees, doctors, agents and assignees, including its failure to properly treat Don Armando, Plaintiffs lost their father and sustained damages, including mental, and emotional pain and suffering and associated damages, as described below.
83. Pursuant to 31 L.P.R.A. §5142, Defendant **HESL** is liable for the negligent acts or omissions of its personnel, agents, and employees including **DR. ECHEVARRIA QUINTANA**, as described herein.

**SECOND CAUSE OF ACTION AGAINST
NEGLIGENCE OF DR. ECHEVARRIA QUINTANA**

84. The allegations contained above are incorporated by reference as if again fully set forth herein.
85. Defendants **DR. ECHEVARRIA QUINTANA** and/or other unknown joint tortfeasors, through their acts or omissions, caused damage to Plaintiffs through fault or negligence in violation of 31 L.P.R.A. §5141 and/or 31 L.P.R.A. §5142.
86. Defendants **DR. ECHEVARRIA QUINTANA** and/or other unknown joint tortfeasors owed a duty to Don Armando and to Plaintiffs to provide medical care and treatment consistent with the medical standards that satisfy the exigencies generally recognized by the medical profession in light of the modern means of communication and teaching.
87. Defendants **DR. ECHEVARRIA QUINTANA** and/or other unknown joint tortfeasors' treatment of Armando Ruenes 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 injuries as described herein.
88. At the time of the incidents giving rise to this Complaint, Defendant **DR. ECHEVARRIA QUINTANA** was the treating physician assigned by **HESL** to treat Armando Ruenes while he was admitted to **HESL**.
89. Defendant **DR. ECHEVARRIA QUINTANA** negligently and carelessly failed to properly and timely intervene, examine, treat and monitor Armando 's medical condition.
90. Defendant **DR. ECHEVARRIA QUINTANA** negligently and carelessly failed to provide Armando Ruenes with prompt attention and preventive medical, nursing care and monitoring despite the fact that Don Armando Ruenes was in a very delicate

condition and could become unconscious.

91. Defendant **DR. ECHEVARRIA QUINTANA** negligently and carelessly failed to provide Armando Ruenes with the necessary medical and nursing care, including close monitoring through telemetry as well as through often nursing visits to prevent this elderly and compromised patient from becoming unconscious and suffering an anoxic brain injury.
92. Defendants **DR. ECHEVARRIA QUINTANA**, and/or other potentially unknown joint tortfeasors 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 appropriately intervene, examine and treat Don Armando, but instead allowed him to be treated less than human.
93. In so doing, Defendants **DR. ECHEVARRIA QUINTANA** and/or other potential unknown joint tortfeasors, committed professional negligence, including lack of expertise, fault and malpractice, which directly and proximately caused the injuries and damages suffered by Plaintiffs, particularly for the suffering and death of Don Armando, as detailed herein.
94. As a direct and proximate cause of Defendants **DR. ECHEVARRIA QUINTANA** and/or other potentially unknown joint tortfeasors' acts or omissions, including their failure to properly and timely treat Don Armando, Plaintiffs sustained damages, including emotional, mental, physical and economic damages, as described below.

**THIRD CAUSE OF ACTION AGAINST
BEAZLEY USA SERVICES, INC.**

95. The allegations contained above are incorporated by reference as if again fully set forth herein.
96. Co-Defendant **BEAZLEY** was at all times herein pertinent as 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 Co-Defendant, **HESL**, under policy number W144B3160401.
97. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
98. 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.
99. Therefore, Co-Defendant **BEAZLEY** is jointly and severally liable to Plaintiffs for the damages caused to them and their father by Co-Defendant **HESL**.

**FOURTH CAUSE OF ACTION AGAINST
UNKNOWN INSURERS ABC, DEF INSURANCE**

100. The allegations contained above are incorporated herein by reference as if again fully set forth.
101. Defendants fictitiously named as **ABC**, **EFG**, were, at all times herein pertinent, insurance companies authorized to do business as such in the Commonwealth of Puerto Rico which issued a public liability and/or malpractice insurance policy and/or other applicable insurance on behalf of Defendants, and /or other unknown joint tortfeasors.
102. Pursuant to 26 P.R. Laws Ann. § 2001, Defendants **ABC**, **DEF** are jointly and severally liable for the negligence or fault of their insured.

103. Pursuant to 26 P.R. Laws Ann. § 2003, this action is brought directly against Defendant **ABC, DEF**.

**FIFTH CAUSE OF ACTION FOR NEGLIGENCE AGAINST
JOHN DOE AND JAMES ROE UNKNOWN JOINT TORTFEASORS**

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

105. Co-Defendants **JOHN DOE** and **JAMES ROE** are so designated for lack of knowledge at this point in the proceedings.

106. Co-Defendants **JOHN DOE** and **JAMES ROE**'s intervention in the nursing, technical or medical care of Don Armando Ruenes while at Co-Defendant **HESL** 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 Don Armando Ruenes' death and, thus, the pain and suffering of Don Armando while hospitalized and of Plaintiffs upon his premature death, as described herein.

107. 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 do the necessary monitoring, testing and assessment of Don Armando Ruenes, commensurate with his reported symptoms of deterioration, and, as such, directly caused and/or contributed to causing Don Armando Ruenes physical injury and emotional pain, as well as his premature death and the emotional pain and suffering such death caused upon Plaintiffs.

108. 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 and treat the patient's symptoms and condition and, thus, failed to provide a prompt, complete, thorough and adequate medical evaluation and treatment.
109. Co-Defendants **JOHN DOE** and **JAMES ROE** negligently and carelessly failed to promptly test, monitor, evaluate and treat Don Armando Ruenes' symptoms, thus denying him the provision of essential and life-saving treatment.
110. Co-Defendants **JOHN DOE** and **JAMES ROE** negligently and carelessly failed to provide proper care to their patient, Don Armando, by failing to engage in his examination, evaluation of symptoms, and care on a timely basis, so that they did not follow up on the signs and symptoms of deterioration.
111. 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 Don Armando's condition and with his clinical signs, Don Armando was deprived of the opportunity to be promptly treated when time was of the essence and the Plaintiffs, through the premature death of Don Armando, was deprived of his companionship, camaraderie, support and love.
112. 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 Don Armando's condition and with his clinical signs, Don Armando was deprived of the opportunity to be

promptly treated when time was of the essence and Don Armando was caused physical and emotional damages which cause of action is inherited by Plaintiffs.

113. 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 Don Armando, as detailed herein.

114. As a direct and proximate cause of Co-Defendants **JOHN DOE** and **JAMES ROE**'s negligence in failing to properly treat Don Armando, Plaintiffs and Don Armando sustained severe pain and suffering.

DAMAGES

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

116. As a direct and proximate result of the acts or omissions of all Co-Defendants, Mr. Armando Ruenes died prematurely at the age of 75, leaving his adult children behind.

117. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs unnecessarily and prematurely lost their father, Armando Ruenes, a beloved and caring person.

118. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs quality of life has been severely impaired.

119. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiffs lived through the extraordinary pain and suffering of seeing their beloved father die a painful, untimely and undignified death, knowing that it was avoidable.

120. In losing Don Armando, Plaintiffs lost their father, confidant and friend.

121. Plaintiffs have suffered dearly the loss of Armando, with whom they will not be able to share the special moments in their lives and that of their children.
122. As a direct and proximate result of the negligence of all Defendants, Plaintiffs will no longer have the joy of having their father with them, or otherwise enjoy the irreplaceable pleasures and value of his company and advice and that which his company would have provided their children.
123. As a direct and proximate result of the negligence of all Defendants, Mr. Armando Ruenes lived for over weeks suffered terrible pain, during which time he was inhumanely treated, eventually, an unwarranted and untimely death, a cause of action which all Plaintiffs inherit as Mr. Armando 's heirs under Puerto Rico law.
124. As a direct and proximate result of the negligence of all Defendants, all Plaintiffs will continue to suffer the irreparable loss of their father.
125. The negligent acts and omissions of the Defendants have directly and proximately caused Plaintiff **ANTHONY RUENES** intense emotional and mental pain and suffering, frustration and a grave sense of injustice valued in an amount of no less than **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)**.
126. The negligent acts and omissions of the Defendants have directly and proximately caused Plaintiff **DAVID RUENES** intense emotional and mental pain and suffering, frustration and a grave sense of injustice equal to a sum not less than **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)**.
127. The negligent acts and omissions of the Defendants have directly and proximately caused Plaintiff **WANDA RUENES** intense emotional and mental pain and suffering, frustration

and a grave sense of injustice equal to a sum not less than **THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00)**.

128. The negligent acts and omissions of the Defendants directly and proximately caused Don Armando Ruenes intense physical, emotional, and mental pain and suffering valued in the amount of no less than **TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00)**, which is inherited by Plaintiffs and claimed herein under Puerto Rico law

129. In total, the damages suffered by Plaintiffs have a reasonable value in excess of **TWO MILLION DOLLARS (\$2,000,000.00)**.

TRIAL BY JURY DEMANDED

130. Plaintiffs demand trial by jury on all causes of action herein raised.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs demand judgment against all Defendants jointly and severally, in an amount not less than **TWO MILLION DOLLARS (\$2,000,000.00)**, as well as costs incurred, reasonable attorneys' fees, and such other and further relief as this Honorable Court may seem just and proper under the law.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on this 7th day of November, 2019.

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