

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

MICHELLE Y. AYALA GONZALEZ,
Plaintiff,

vs.

DOCTORS CENTER HOSPITAL INC.,
CONTINENTAL INSURANCE COMPANY;
DOCTORS' EMERGENCY SERVICES, INC., DR.
FELIX MALDONADO TRINIDAD; DR. JAVIER
NAVARRO MORALES; DR. LUIS SOTOMAYOR
GUADARRAMA; DR. EDDY A. MIESES ARIZA,
PUERTO RICO MEDICAL DEFENSE INSURANCE
COMPANY; SINDICATO DE ASEGURADORES
PARA LA SUSCRIPCIÓN CONJUNTA DEL
SEGURO DE RESPONSABILIDAD PROFESIONAL
MÉDICO-HOSPITALARIA (SIMED), ABC
INSURANCE COMPANIES and JOHN DOES and
JAMES ROES.

CIVIL NO. 21-1446

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. Plaintiff **MICHELLE Y. AYALA GONZALEZ**, (hereinafter “Michelle Ayala”, “Michelle” or “plaintiff”), is a citizen of, domiciled in, and resides in the state of Florida.
2. Defendants are citizens of, domiciled in, incorporated in or with their principal place of business in Puerto Rico or a state other than Florida.

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. Plaintiff **MICHELLE Y. AYALA GONZALEZ**, is the daughter of Miguel Ayala Cruz, hereinafter referred to also as “Miguel” or “patient”.
6. Co-Defendant **DOCTORS’ CENTER HOSPITAL, INC.**, d/b/a **DCH** (hereinafter “**DCH**” or “hospital”), is a corporation duly incorporated and registered in and with its principal place of business in Puerto Rico.
7. Co-Defendant **DCH** owns and/or operates a hospital located in Manatí, Puerto Rico, wherein it provides its patients with a gamut of hospital services and/or hospital care either directly or by way of subcontracting, these include: emergency, radiology, internal medicine, cardiology, ICU, laboratory, nursing and other hospital care and services.
8. **DOCTORS’ EMERGENCY SERVICES, INC.**, (hereinafter “**DES**”) is a corporation duly incorporated and registered in and with its principal place of business in Puerto Rico.
9. **DOCTORS’ EMERGENCY SERVICES, INC.**, is a corporation that is subcontracted by **DCH** to provide emergency medicine physicians and operate its Emergency Department at its hospital premises in Manati, P.R.
10. Co-Defendant **DR. FELIX MALDONADO TRINIDAD** (hereinafter “**DR. MALDONADO**”) is a physician authorized to practice medicine in Puerto Rico, who is designated in the relevant medical record as the patient’s physician in the Emergency Ward

of DCH and who treated Mr. Miguel Ayala while at Defendant **DCH**, emergency ward on September 19-20, 2020.

11. Co-Defendant **DR. JAVIER A. NAVARRO MORALES** (hereinafter “**DR. NAVARRO**”) is a physician authorized to practice medicine in Puerto Rico, who treated Mr. Miguel Ayala while at Defendant **DCH**’s facilities on the relevant dates.
12. Co-Defendant **DR. LUIS F. SOTOMAYOR GUADARRAMA** (hereinafter “**DR. SOTOMAYOR**”) is a physician authorized to practice medicine in Puerto Rico, who is designated in the relevant medical record as the patient’s attending physician and who treated Mr. Miguel Ayala while admitted to Defendant **DCH** on the relevant dates.
13. Co-Defendant **DR. EDDY A. MIESES ARIZA** (hereinafter “**DR. MIESES**”) is a physician authorized to practice medicine in Puerto Rico, who is designated in the relevant medical record as the patient’s attending cardiologist and who was assigned and treated Mr. Miguel Ayala while admitted to Defendant **DCH** on the relevant dates.
14. **CONTINENTAL INSURANCE COMPANY** is an entity organized or operating under the laws of the Commonwealth of Puerto Rico, authorized to do with its business in Puerto Rico, incorporated and with its principal place of business in P.R. or other state other than Florida, which issued insurance policy on behalf of DCH for the acts or omissions described herein, encompassing the relevant period of time.
15. On information and belief, co-Defendant **PUERTO RICO MEDICAL DEFENSE INSURANCE** (hereinafter “**PRMDI**”) is an entity organized or operating under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico, which issued insurance policies on behalf of one or more Co-Defendants for the acts or omissions described herein, encompassing the relevant period of time.

16. On information and belief, co-Defendant **SINDICATO DE ASEGURADORES PARA LA SUSCRIPCIÓN CONJUNTA DEL SEGURO DE RESPONSABILIDAD PROFESIONAL MÉDICO-HOSPITALARIA** (hereinafter “**SIMED**”) is an entity organized or operating under the laws of the Commonwealth of Puerto Rico, with its principal place of business in Puerto Rico, which issued insurance policies on behalf of one or more Co-Defendants for the acts or omissions described herein, encompassing the relevant period of time.
17. Co-Defendants **A, B, C Insurance Companies**, fictitiously named, 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 Florida, which issued insurance policies on behalf of **DCH** and/or **DES** or other unknown joint tortfeasors for the acts or omissions described herein, encompassing the relevant period of time.
18. Co-Defendants unknown joint tortfeasors **JOHN DOES** 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 Plaintiff for the damages suffered, in whole or in part, for the actions and/or omissions herein described, encompassing the relevant period of time.
19. Defendants **JAMES ROES**, 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 Florida, 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 Plaintiff in this case, for which

they are jointly and severally liable to Plaintiff.

GENERAL ALLEGATIONS

20. Miguel Ayala Cruz was a 69-year-old, physically active man, who loved to fish, kayak, jet ski, and ride bicycle.
21. Miguel Ayala Cruz at the time of the incident only suffered from hypertension, controlled with Losartan 25 mg.
22. At approximately 4:30 am, on September 19, 2020, while at home, Miguel lost consciousness and fell in the bathroom.
23. María M. Cruz González, his wife, (hereinafter “Maria”) helped Miguel off the bathroom floor and eventually moved him over to his bed.
24. Miguel complained of numbness in his left side and mandible.
25. Maria took his blood pressure which was elevated and decided to rush Miguel to DCH’s emergency ward in Manati.
26. At approximately 6:30 am, Miguel arrived at DCH’s emergency ward, wheeled in by Maria.
27. At 6:40 am he is called to the emergency department’s counter where they reported the fall and loss of consciousness, the weakness, numbness in left arm and face and a strange sound in his chest.
28. They were sent back to the waiting room where Miguel became more pale, diaphoretic, and nauseous.
29. Miguel’s son, Omar had arrived and informed the clerk at the counter of his father’s state and requested bags, in case his father vomited.
30. Miguel vomited on two occasions, while waiting to be triaged.

31. At 7:43 am, Miguel's vitals are taken by a triage nurse, who commented the delay was unacceptable.
32. Approximately ten minutes later, emergency department physician, Dr. Felix Maldonado-Trinidad, called Miguel for evaluation and is told all the information previously repeated to the clerks and the triage nurse.
33. Dr. Maldonado did not physically examine Miguel but merely left him in the wheelchair and looked at his head where Maria moved his hair to show where he had bled.
34. Dr. Maldonado ordered radiological studies of head, right shoulder and knee, which were done shortly afterwards.
35. At approximately 10 am, Dr. Maldonado informed Miguel and Maria that the CT and X-rays revealed no fractures, and he was planning to discharge Miguel home.
36. Miguel was not well and insisted on further medical treatment for his dizziness, numbness, weakness, chest pain and cold sweats.
37. Dr. Maldonado then ordered laboratory tests and an EKG, which were done approximately within the hour.
38. The critical cardiac enzyme troponin results (.46) were notified by a call from the laboratory to RN Martinez at 11:31am.
39. These critical cardiac enzyme results are relayed to Dr. Maldonado within minutes.
40. At 11:32 am, the 12-lead EKG revealed abnormal findings: "sinus rhythm with first degree AV block moderates left axis deviation, T-wave abnormality, possible anterior ischemia."
41. In spite of this evidence of myocardial infarction, the diagnosis remained as syncope.

42. Shortly before noon, Dr. Javier A. Navarro-Morales answered the consultation and admitted Miguel to the hospital under the care of Dr. Luis F. Sotomayor-Guadarrama.
43. Miguel Ayala is admitted to the telemetry ward of DCH.
44. Dr. Javier A. Navarro-Morales placed a consultation that does not specify the service, the physician, its notification time or whether it was notified or not.
45. Dr. Javier A. Navarro-Morales documented he had reviewed laboratory results and recorded patient had cough and moderate pain (location omitted) and had an essentially normal physical examination.
46. Dr. Navarro ordered more laboratory results, including IV fluids, an echocardiogram recording vital signs every four hours, diet, supplemental oxygen.
47. At 1:00 pm Dr. Navarro ordered another urgent ECG, which was never carried out by nursing department.
48. Dr. Luis Sotomayor Guadarrama erroneously described the EKG “without evidence of acute pathology” when it clearly showed evidence for posterior wall myocardial infarction (early R wave progression with T wave inversion).
49. At 5:56 pm, Dr. Eddy A. Mieses-Ariza answered the cardiology consultation.
50. Dr. Mieses arrived at DCH, examined the record, but left DCH without ever examining his patient, Miguel Ayala.
51. Dr. Mieses noted that patient was having radiological studies and was not present.
52. Dr. Mieses, nevertheless, recorded Miguel’s vital signs and that Miguel had no pain.
53. Dr. Mieses responded to consult making physical findings of Miguel, who he never saw and failed to note and interpret critical troponin values or abnormal ECG.

54. Dr. Mieses, Dr. Navarro and Dr. Sotomayor failed to order properly timed serial troponin values and serial EKG's.
55. Dr. Mieses, Dr. Navarro and Dr. Sotomayor failed to perform a complete initial consultation, to include an accurate history and physical exam, EKG and laboratory results.
56. Dr. Mieses, Dr. Navarro and Dr. Sotomayor failed to follow up on their orders and continue to monitor and properly evaluate Mr. Ayala on a daily basis.
57. Dr. Mieses, Dr. Navarro and Dr. Sotomayor failed to include a loading of Plavix, anticoagulation with Lovenox, high dose statin therapy, beta blocker therapy, uninterrupted and continuous EKG telemetry, ischemic burden testing with either myocardial perfusion, imaging or cardiac catheterization and coronary revascularization.
58. On September 20, 2020 at approximately 2 pm, Miguel Ayala, Jr., an emergency medicine technician, visited his father, who was still in cubicle 8 of DCH's emergency Ward and was only connected to an IV line.
59. Miguel was feeling badly and was short of breath which caused Miguel Jr. to approach the attending nurse about the need to provide his father with oxygen, nitroglycerin, troponins every 6-8 hours.
60. The male nurse responded that he would call the cardiologist and upon his return to the cubicle, provided Miguel with a canula with oxygen.
61. Despite reassurances from DCH personnel that the cardiologist was coming, the cardiologist never showed up either on September 20 or 21st.
62. Miguel Ayala, while in the telemetry ward, was initially connected to the monitoring system but improperly discontinued on the evening of September 20, 2020, until his death.

63. On September 21 in the afternoon, Miguel, assisted by his wife Maria, went to the bathroom and when he returned close to his bed, he collapsed.
64. Maria frantically pressed the nurses call button for help but the telemetry nurses did not immediately respond but were delayed for approximately ten (10) minutes.
65. Nurse checked Miguel Ayala's vitals and called the Advance Cardio Life Support team.
66. According to the physician's note, code green was activated at 15:22 when patient found in asystole.
67. Inadequate CPR, ACLS, intubation of patient ensued and Miguel was pronounced dead at 15:58.
68. Autopsy revealed that the cause of Miguel's death was due to an ischemic myocardial infarction.
69. As a direct result of Defendants' negligence and failure to properly provide Mr. Miguel with adequate medical and nursing care, Plaintiff needlessly lost her beloved father.
70. Plaintiff has suffered physical, emotional, mental and economic damages a direct result of Defendants' negligence and/or the negligence of their employees, agents, or assignees.

**FIRST CAUSE OF ACTION -
NEGLIGENCE OF DCH AND ITS NURSING PERSONNEL AND ASSIGNED
PHYSICIANS: DR. FELIX MALDONADO TRINIDAD; DR. JAVIER NAVARRO
MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. EDDY MIESES**

71. The allegations contained above are incorporated by reference as if again fully set forth herein.
72. Defendant, 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.

73. Defendant DCH provides nursing and/or medical care to all types of patients, such as Miguel.
74. Defendant DCH subcontracted DES to provide emergency doctors and run the emergency department at DCH.
75. DES subcontracted the services of Dr. Maldonado Trinidad, as emergency room doctor.
76. Defendant DCH, at the relevant times of this Complaint, provided nursing and medical treatment to Miguel.
77. Defendant DCH contracted, subcontracted, employed, provided privileges, or arranged for defendant doctors Maldonado-Trinidad, Dr. Navarro Morales, Dr. Sotomayor Guadarrama and Dr. Mieses to provide medical evaluations to Miguel, during the times pertinent to this Complaint.
78. Defendant doctors Maldonado-Trinidad, Dr. Navarro Morales, Dr. Sotomayor Guadarrama and Dr. Mieses failed to provide complete, accurate assessments of the medical condition of Miguel Ayala.
79. Defendant doctors Maldonado-Trinidad, Dr. Navarro Morales, Dr. Sotomayor Guadarrama and Dr. Mieses failed to properly test, diagnose, and treat the acute myocardial infarction.
80. Defendant DCH, among other deficiencies, failed to provide adequate nursing care: to ensure timely and accurate triage; carrying out the physicians' order for repeated EKGs, proper nursing monitoring and reporting at telemetry ward, as well as timely and adequate response to Miguel when he was in cardiac distress.
81. Defendant DCH established policies, procedures and/or requirements for the provision of the emergency department, nursing/medical diagnosis and treatment for patients, such as

Miguel.

82. Defendant DCH supplied doctors, nurses, clerical, administrative, and technical personnel to treat patients such as Miguel.
83. Defendant DCH derives revenue from the services it provides its patients.
84. Defendant DCH is liable for medical/nursing malpractice caused by the personnel it hires or subcontracts to provide services to its patients.
85. Defendant DCH 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.
86. The treatment offered by DCH, through its personnel, nurses, employees, doctors, agents and assignees, to Miguel 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 Miguel's death and the injuries to plaintiffs, as described herein.
87. Defendant DCH, 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.
88. Defendant DCH, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to initiate timely and appropriate therapeutic treatments required to treat Miguel's acute myocardial infarction.

89. Defendant DCH, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to recognize the serious nature of the Miguel's condition.
90. Defendant DCH, through its personnel, nurses, employees, doctors, agents and assignees, negligently and carelessly failed to timely treat, refer or otherwise ensure that Miguel received timely and proper evaluation, consultation and intervention to qualified physicians.
91. Defendant DCH, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to contact and communicate the urgency and deteriorating condition of Miguel with appropriate consultants on a timely basis.
92. Defendant DCH, through its personnel, nurses, employees, doctors, agents and assignees, failed to ensure proper and timely nursing and medical services were made available to Miguel Ayala.
93. At all times herein pertinent, Defendant DCH, through its executives, directors, personnel, nurses, employees, doctors, agents and assignees were negligent in failing to provide the proper medical attention to Miguel Ayala, in failing to provide the proper supervision or management of Defendants Dr. Maldonado, Dr. Navarro, Dr. Sotomayor, Dr. Mieses, as well as the medical personnel it employs, and otherwise failing to exercise due care and caution to prevent the tortious conduct and injuries to Plaintiffs.
94. Defendant DCH, 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.
95. In so doing, Defendant DCH, through its personnel, nurses, employees, doctors, agents

and assignees, misled those who sought full medical treatment into thinking that they would be appropriately treated.

96. As a direct and proximate cause of Defendant DCH's acts or omissions, through its personnel, nurses, employees, doctors, agents and assignees, including its failure to properly treat Mr. Miguel Ayala, Plaintiff lost her father and sustained damages, including mental, emotional damages, as described below.
97. Pursuant to 31 L.P.R.A. §5142, Defendant DCH is liable for the negligent acts or omissions of its personnel, agents, and employees, as described herein.

SECOND CAUSE OF ACTION -PHYSICIANS' NEGLIGENCE: DR. FELIX MALDONADO TRINIDAD; DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. EDDY MIESES

98. The allegations contained above are incorporated by reference as if again fully set forth herein.
99. Defendants DR. FELIX MALDONADO TRINIDAD; DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES 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.
100. Defendants DR. FELIX MALDONADO TRINIDAD; DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES and/or other unknown joint tortfeasors owed a duty to Plaintiff 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.
101. Defendants DR. FELIX MALDONADO TRINIDAD; DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES and/or other

unknown joint tortfeasors' treatment of Miguel Ayala 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.

102. At the time of the incidents giving rise to this Complaint DR. FELIX MALDONADO TRINIDAD; DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES were physicians assigned by DCH or DES to treat Miguel Ayala while he was at the emergency ward and when admitted to the hospital.

103. Defendants DR. FELIX MALDONADO TRINIDAD; DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES negligently and carelessly failed to properly and timely intervene, examine, assess, diagnose, treat and monitor Miguel Ayala's emergency medical condition.

104. Defendants DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES, once Miguel Ayala was admitted, negligently and carelessly failed to provide Miguel Ayala with immediate attention and medical care despite the fact that Mr. Miguel Ayala had obvious signs of a myocardial infarction (MI) from the time of arrival and confirmed with laboratory and ECG's results.

105. Defendants DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES negligently and carelessly failed to provide Miguel Ayala with the necessary medical care to prevent worsening of the MI which if remained untreated, would result in his death.

106. Defendants DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA negligently and carelessly failed to ensure that another physician, Dr.

MIESES timely intervened with Miguel, which was his duty as treating physician, if he was unable to timely treat Miguel.

107. Defendant DR. MIESES negligently and carelessly failed to provide proper care to Miguel Ayala, who was obviously suffering from a myocardial infarction and needed immediate care by a competent cardiologist.

108. Defendant DR. MIESES was required to physically examine Miguel Ayala, wherever he was at DCH and immediately order serial cardiac enzymes and EKG, ensure proper monitoring and send him to a Cath lab to remove the heart blockage.

109. Defendants DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES failed to adequately examine Miguel, assess the critical laboratory results and abnormal EKG indicating MI and failed to order the medication, treatment and continuous monitoring, he urgently needed and simply allowed him to die of a treatable MI.

110. In so doing, Defendants DR. FELIX MALDONADO TRINIDAD; DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES 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 Plaintiff, particularly for the suffering and death of Mr. Miguel Ayala, as detailed herein.

111. As a direct and proximate cause of Defendants DR. FELIX MALDONADO TRINIDAD; DR. JAVIER NAVARRO MORALES; DR. LUIS SOTOMAYOR GUADARRAMA; DR. MIESES and/or other potentially unknown joint tortfeasors' acts or omissions, including their failure to properly diagnose and timely treat Mr. Miguel Ayala, Plaintiff

sustained damages, including emotional, mental,, as described below.

THIRD CAUSE OF ACTION – INSURERS: SIMED AND PRMD

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

113. Defendant SIMED and PRMD, 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 medical Defendants and/or other unknown joint tortfeasors.

114. Pursuant to 26 P.R. Laws Ann. § 2001, Defendants SIMED is jointly and severally liable for the negligence or fault of their insured.

115. Pursuant to 26 P.R. Laws Ann. § 2003, this action is brought directly against Defendants SIMED and PRMD.

116. As a direct result of Defendants, Plaintiff has suffered physical, emotion, and economic damages.

FOURTH CAUSE OF ACTION- NEGLIGENCE OF DES- EMERGENCY WARD

117. At the time of the events of this complaint, Defendant DES contracted with DCH to provide emergency doctors and run the emergency department at DCH.

118. DES selected and subcontracted the services of Dr. Maldonado Trinidad, as emergency room doctor.

119. DES implemented DCH's protocols for treatment within the emergency ward, as well as its own protocols to provide emergency care to patients coming to DCH's emergency ward in Manati.

120. DES is required to provide prompt and accurate triage, examination and medical

assessment of patients coming to DCH's emergency ward.

121. Miguel Ayala triage and medical assessment were delayed while he was left waiting at reception area.
122. Dr. Maldonado Trinidad's physical exam of Miguel was inadequate.
123. At approximately 10 am, Dr. Maldonado Trinidad informed Miguel he was going to discharge him due to absent or negative radiological findings.
124. According to the medical record, Miguel Ayala's EKG was not done until 11:32 am on September 19, 2020.
125. According to the medical record, Miguel Ayala's cardiac enzymes results were obtained at 11:31 am.
126. Miguel Ayala had arrived at DCH's emergency ward over five hours before at 6:30 am.
127. Despite the EKG and critical troponin values, Dr. Maldonado never changed his diagnosis of syncope.
128. DES is vicariously liable for the negligent acts and omissions of Dr. Maldonado Trinidad and its negligent operation of DCH's emergency ward.
129. As a direct result of Defendants, Plaintiff has suffered physical, emotion, and economic damages.
130. The activities by which Defendants doctors caused Plaintiff's damages were activities which benefitted their conjugal partnership, referred to herein as the Conjugal Partnership Doe, as Plaintiff lacks information as to the actual name of Jane Doe.
131. As such, the conjugal partnership is jointly and severally liable to Plaintiff for the damages caused by Defendant doctors.
132. As a direct result of Defendants, Plaintiff has suffered physical, emotion, and economic

damages.

DAMAGES

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

134. As a direct and proximate result of the acts or omissions of all Co-Defendants, Mr. Miguel Ayala died prematurely at the age of 69, leaving Michel Ayala behind.

135. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiff Michelle Ayala unnecessarily and prematurely lost her dear father, Miguel Ayala.

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

137. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiff Michelle Ayala has lived through the extraordinary pain and suffering knowing her beloved father died a painful and an untimely death, knowing that he was never given the opportunity to live another ten (10) years.

138. Plaintiff has suffered dearly the loss of Miguel, with whom Michelle will not be able to share the special moments in her life.

139. As a direct and proximate result of the negligence of all Defendants, Plaintiff will no longer have the joy of having her father alive.

140. As a direct and proximate result of the negligence of all Defendants, Mr. Miguel Ayala lived for days in pain and fear, and, eventually, an unwarranted and untimely death, a cause of action which Plaintiff inherits as Mr. Miguel Ayala's heir under Puerto Rico law.

141. As a direct and proximate result of the negligence of all Defendants, Plaintiff will continue to suffer the irreparable loss of her father.

142. The negligent acts and omissions of the Defendants directly and proximately caused Mr Miguel Ayala intense physical, emotional, and mental pain and suffering valued in the amount of no less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**, which is inherited by Plaintiff and claimed herein under Puerto Rico law.

143. The negligent acts and omissions of the Defendants have directly and proximately caused Plaintiff Michelle Ayala intense emotional and mental pain and suffering, frustration and a grave sense of injustice valued in an amount of no less than **ONE MILLION DOLLARS (\$1,000,000)**.

144. In total, the damages suffered by Plaintiff has a reasonable value in excess of **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)**.

TRIAL BY JURY DEMANDED

145. Plaintiff demands trial by jury on all causes of action herein raised.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against all Defendants jointly and severally, in an amount not less than **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00)**, 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 16th day of September , 2021.

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