

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

EMILY RIVERA and GABRIEL RIVERA

Plaintiffs,

v.

DOCTORS CENTER HOSPITAL INC.,
CONTINENTAL INSURANCE COMPANY; DR.
JORGE VAZQUEZ MARCANO; DR. MILTON
GUZMAN; SINDICATO DE ASEGURADORES
PARA LA SUSCRIPCIÓN CONJUNTA DEL
SEGURO DE RESPONSABILIDAD
PROFESIONAL MÉDICO-HOSPITALARIA
("SIMED"), PUERTO RICO MEDICAL
DEFENSE INSURANCE COMPANY ("PRMD"),
ABC INSURANCE COMPANIES, JOHN DOE
AND JAMES ROE

Defendants.

CIVIL NO.: 22-1504

RE: TORT ACTION FOR MEDICAL
MALPRACTICE PURSUANT TO
ARTS. 1536 AND 1541, 31 P. R.
Laws Ann. §§ 1080 AND 10806

JURY TRIAL DEMANDED

COMPLAINT

TO THE HONORABLE COURT:

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

JURISDICTIONAL BASIS & VENUE

1. Plaintiffs **EMILY RIVERA AND GABRIEL RIVERA** are citizens of, domiciled in, and reside in the state of Connecticut.

2. Defendants are citizens of, domiciled in, incorporated in or with their principle place of business in Puerto Rico or a state other than Connecticut.
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 **EMILY RIVERA AND GABRIEL RIVERA** are the daughter and son of Emiliano Rivera, hereinafter “Emiliano” 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, nephrology, ICU, laboratory, nursing and other hospital care and services.
8. Co-Defendant **DR. JORGE VAZQUEZ MARCANO**, was Emiliano’s attending physician, while he was hospitalized at **DCH** on June 20, 2022 through June 24, 2022.
9. Co-Defendant **DCH** assigned **DR. JORGE VAZQUEZ MARCANO** to be Emiliano’s attending physician, as per established hospital protocol.
10. Co-Defendant **DR. MILTON GUZMAN**, was the nephrologist consulted while Emiliano was hospitalized at **DCH**.

11. **CONTINENTAL INSURANCE COMPANY** is an entity organized or operating under the laws of the Commonwealth of Puerto Rico, authorized to do its business in Puerto Rico, incorporated and with its principal place of business in P.R. or state other than Connecticut, which issued insurance policy on behalf of DCH for the acts or omissions described herein, encompassing the relevant period of time.
12. On information and belief, co-Defendant **PUERTO RICO MEDICAL DEFENSE INSURANCE** (hereinafter “**PRMD**”) 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.
13. 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.
14. 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 Connecticut, 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.

15. 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.

GENERAL ALLEGATIONS

16. Emiliano was a 64-year-old independent man.
17. On June 20, 2022 Emiliano experienced pain on his chest and rushed to DCH for emergency medical care.
18. Emiliano arrived at DCH at around 9:36 pm with chief complaint of shortness of breath and chest pain.
19. Emiliano was evaluated at DCH's emergency room, where laboratories, troponin, EKG and chest x-ray were ordered.
20. Emiliano was admitted to the medical service of Dr. Jorge Vazquez Marcano.
21. After admission, cardiology and nephrology services were consulted by Dr. Jorge Vazquez Marcano.
22. On June 21, 2022, the cardiologist Dr. Jaime Aponte Rodriguez evaluated Emiliano and noted that he had abdominal pain, among other symptoms.
23. On June 22, 2022, around 3:00 am Emiliano complained that his chest pain was radiating to this left side, and he was hypotensive.
24. Per the notes on the medical records, Emiliano continued hypotensive, and Dr. Vazquez Marcano was not responding to calls.

25. At 6:30 am nursing notes indicate that Dr. Vazquez Marcano returned the call and ordered Levophed be started to treat Emiliano.
26. At 7:30 am Emiliano remained hypotensive and was experiencing chest and left sided chest pain.
27. Dr. Vazquez Marcano evaluated Emiliano for abdominal pain and ordered an abdominal ultrasound.
28. This ultrasound showed left sided fluid collection and possible fluid layer posteriorly in the upper quadrant.
29. A CT Scan without contrast was done on June 22, 2022.
30. The CT Scan without contrast showed a ruptured spleen with massive peritoneal blood collection.
31. The radiologist Dr. Vicéns Rodriguez called Dr. Vazquez Marcano to inform him these serious results at 5:13 pm.
32. The medical record documents the communication of the radiologic findings by Dr. Vicéns Rodriguez to Dr. Vázquez Marcano.
33. Despite the ruptured spleen and internal bleeding noted, Dr. Vazquez Marcano did not consult a general surgeon at this time.
34. Emiliano was simply ordered IV fluids and Levophed.
35. Nephrologist Dr. Milton Guzman noted the serious radiological findings and recommended Emiliano continue non operative treatment and blood transfusions if needed.
36. Emiliano continued to be hypotensive.

37. It was not until the afternoon of June 23, 2022, that Dr. Vazquez Marcano finally consulted general surgeon Dr. Orlando Gonzalez Morales and an interventional radiologist.
38. At this time Emiliano was transferred to ICU in critical condition.
39. General surgeon Dr. Gonzalez Morales performed an emergency exploratory laparotomy.
40. The surgeon found a large hemoperitoneum with a ruptured “lacerated” spleen.
41. A splenectomy was performed with abdominal washout, and it is noted that in the presence of decreased platelets and hemodilution, postoperative bleeding would be an issue.
42. After surgery Emiliano was transported back to the ICU as he remained in critical condition.
43. Afterwards, blood transfusions were done but Emiliano continued to decompensate with multisystem organ failure.
44. Emiliano eventually suffered a cardiopulmonary arrest and passed away on June 24, 2022.
45. As a direct result of Defendants’ negligence and failure to properly provide Emiliano with adequate hospital treatment by medical, nursing care and staff, Plaintiffs have lost their father.
46. As a direct result of Defendants’ negligence and failure to properly provide Emiliano with adequate medical and nursing care, Emiliano was inhumanly treated, causing him much pain and suffering prior to his death, which is inherited by Plaintiffs as his heirs.

47. Plaintiffs have suffered much pain and suffering, emotional and mental damages as a direct result of Defendants' negligence and/or the negligence of their employees, agents, or assignees.

FIRST CAUSE OF ACTION FOR NEGLIGENCE UNDER ARTICLES 1536 & 1541 OF THE PUERTO RICO CIVIL CODE AGAINST DCH AND ITS PERSONNEL

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

49. Defendant **DCH** provides emergency, nursing, and medical care to all types of patients, including patients such as Emiliano.

50. Defendant **DCH**, at the relevant times of this Complaint, provided emergency, nursing and medical treatment to Emiliano while he was admitted on June 20 through June 24th, 2022.

51. Defendant **DCH** contracted, employed, provided privileges or arranged for **DR. VAZQUEZ MARCANO** and **DR. MILTON GUZMAN** to provide medical evaluations and treatment to patients, including Emiliano, during the times pertinent to this Complaint.

52. Defendant **DCH** has established policies, procedures and/or requirements for the provision of the nursing/medical treatment for patients with symptoms of internal bleeding, such as Emiliano.

53. Defendant **DCH** supplies doctors, nurses, therapists, clerical, administrative, emergency and technical personnel to treat patients such as Emiliano.

54. Defendant **DCH** derives revenue from the services it provides it patients.

55. Defendant **DCH**'s established policies, procedures and/or requirements for the proper examination, testing, evaluation, consultation among others for patients such as Emiliano.
56. Defendant **DCH**'s failed to ensure that Emiliano was properly and adequately treated.
57. Defendant **DCH**'s established policies, procedures and/or requirements for the provision of timely consults with specialists such as surgeons for patients in dire need, such as Emiliano.
58. Emiliano's lacerated and bleeding spleen and/or other conditions were mishandled to the point they caused his demise.
59. Defendant **DCH** is liable for medical/nursing malpractice caused by the personnel it hires to provide services to its patients.
60. Defendant **DCH** owed a duty to Plaintiffs to provide emergency room personnel, nurses, doctors, facilities, staffing, treatment, physicians with privileges 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.
61. The treatment offered by **DCH** through its personnel, nurses, employees, doctors, agents and assignees, to Emiliano 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 Emiliano's death and the injuries to Plaintiffs, as described herein.
62. 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 to Emiliano and subsequent injuries to Plaintiffs.

63. Defendant **DCH**, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to adequately monitor Emiliano's delicate condition and ensure prompt response and intervention by medical consultants such as a surgeon.
64. Defendant **DCH**, through its personnel, nurses, employees, doctors, agents and assignees, negligently failed to timely and properly diagnose and administer proper care for the internal bleeding in order to avoid Emiliano's death.
65. Defendant **DCH**, through its personnel, nurses, employees, doctors, agents and assignees, failed to ensure proper and timely physician, nursing and other medical services were made available to Emiliano.
66. 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 Emiliano, in failing to provide the proper supervision or management of **DEFENDANTS DR. VAZQUEZ MARCANO AND MILTON GUZMAN** 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.
67. **DCH** is liable for the negligent acts or omissions of **DR. VAZQUEZ MARCANO AND DR. MILTON GUZMAN** that caused damage to Plaintiffs for failure to provide, disclose, or enforce proper protocols to ensure proper care, monitoring and immediate intervention by doctors of patients such as Emiliano.

68. **DCH** is liable for failing to adequately supervise or monitor **DR. VAZQUEZ MARCANO AND DR. MILTON GUZMAN** in order to prevent negligence in the treatment provided by them to Emiliano during his admission.
69. 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.
70. 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.
71. **DCH** failed in its corporate duty to look out for the health of Emiliano, guarantee his safety and well being while hospitalized, including but not limited to carefully selecting the physicians that are granted privileges to practice at its institution, requiring that such physicians take courses and are current, monitoring the work of such physicians and intervening when they commit acts of malpractice, discontinuing their privileges for repeated or crass negligence and ensuring they are up to date with technological advances.
72. 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 Emiliano, Plaintiffs lost their father and sustained damages, including mental, and emotional pain and suffering and associated damages, as described below.

**SECOND CAUSE OF ACTION FOR NEGLIGENCE UNDER ARTICLES 1536 & 1541
OF THE PUERTO RICO CIVIL CODE AGAINST DR. VAZQUEZ MARCANO**

73. The allegations contained above are incorporated by reference as if again fully set forth herein.
74. Defendant **DR. VAZQUEZ MARCANO** owed a duty to Emiliano 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.
75. Defendant **DR. VAZQUEZ MARCANO**'s treatment of Emiliano 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.
76. At the time of the incident giving rise to this Complaint, Defendant **DR. VAZQUEZ MARCANO** was the attending physician assigned by **DCH** to treat Emiliano while he was treated at **DCH**.
77. Defendant **DR. VAZQUEZ MARCANO** negligently and carelessly failed to provide Emiliano with prompt attention and preventive medical, nursing care, monitoring and an emergency surgical consult despite the fact that imaging studies showed an impending intra-abdominal catastrophe.
78. Defendant **DR. VAZQUEZ MARCANO** failed to properly and timely address the abrupt change in Emiliano's vital signs.
79. Defendant **DR. VAZQUEZ MARCANO** negligently and carelessly failed to properly and timely obtain an immediate surgical consult after the ultrasound showed a fluid

collection and possible splenic bleeding and when the CAT scan of the abdomen confirmed hemoperitoneum.

80. By the time Defendant **DR. VAZQUEZ MARCANO** consulted interventional radiology it was too late.
81. Once recognized, the treatment of massive intraperitoneal bleeding as a result of a splenic rupture mandated emergent surgical treatment but Defendant **DR. VAZQUEZ MARCANO** negligently failed to act accordingly.
82. Defendant **DR. VAZQUEZ MARCANO** negligently and carelessly failed to provide Emiliano with the necessary examinations, testing, evaluations, and other medical care including addressing the internal bleeding properly.
83. Defendant **DR. VAZQUEZ MARCANO** negligently and carelessly failed to properly and timely obtain an immediate surgical consult to address the internal bleeding.
84. Because of **DR. VAZQUEZ MARCANO's** negligent and careless failure to immediately consult a general surgeon, the surgery was performed too late and Emiliano's acute blood volume loss was massive.
85. In so doing, Defendants **DR. VAZQUEZ MARCANO** 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 Emiliano, as detailed herein.
86. As a direct and proximate cause of Defendants **DR. VAZQUEZ MARCANO's** acts or omissions, including his failure to properly and timely treat Emiliano including but not limited placing the consults the patient needed, Plaintiffs sustained damages, including emotional, mental, physical and economic damages, as described below.

THIRD CAUSE OF ACTION FOR NEGLIGENCE UNDER ARTICLES 1536 & 1541 OF THE PUERTO RICO CIVIL CODE AGAINST DR. MILTON GUZMAN

87. The allegations contained above are incorporated by reference as if again fully set forth herein.
88. Defendant **DR. MILTON GUZMAN** owed a duty to Emiliano 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.
89. Defendants **DR. MILTON GUZMAN**'s treatment of Emiliano 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.
90. At the time of the incidents giving rise to this Complaint, Defendant **DR. MILTON GUZMAN** was a physician assigned by **DCH** to treat Emiliano during his admission at **DCH**.
91. Defendant **DR. MILTON GUZMAN** negligently and carelessly failed to provide Emiliano with prompt attention and preventive medical, and monitoring despite the fact that Emiliano had massive intraperitoneal bleeding.
92. Defendant **DR. MILTON GUZMAN** noted Emiliano had an intra-abdominal process but failed to alert the need for immediate surgical intervention and an aggressive treatment for his deteriorating condition.
93. Defendant **DR. MILTON GUZMAN** negligently and carelessly evaluated the patient on June 22, 2022, but simply recommended Emiliano be given blood products instead of

mandating an aggressive work up to isolate the source of bleeding and treat the source of the bleeding- the lacerated spleen.

94. Defendant **DR. MILTON GUZMAN** negligently and carelessly failed to provide Emiliano with the necessary examinations, testing, evaluations, and medical care, including addressing the internal bleeding.
95. Defendants **DR. MILTON GUZMAN** 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 suggest an aggressive treatment for Emiliano's condition.
96. In so doing, Defendant **DR. MILTON GUZMAN** 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 Emiliano, as detailed herein.
97. As a direct and proximate cause of Defendant **DR. MILTON GUZMAN's** acts or omissions, including their failure to properly and timely treat Emiliano, Plaintiffs sustained damages, including emotional, mental, physical and economic damages, as described below.

FOURTH CAUSE OF ACTION AGAINST SIMED

98. The allegations contained above are incorporated by reference as if again fully set forth herein.
99. Co-Defendant **SIMED** was at all times herein pertinent an insurance company authorized to do business in the Commonwealth of Puerto Rico and which issued a public

liability and/or malpractice insurance policy and/or other applicable insurance on behalf of one or more Defendants and/or other unknown joint tortfeasors.

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

101. 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.

FIFTH CAUSE OF ACTION AGAINST PRMD

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

103. Defendant **PRMD** 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 and/or other applicable insurance on behalf of one or more Defendants and/or other unknown joint tortfeasors.

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

105. 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.

SIXTH CAUSE OF ACTION AGAINST ABC INSURANCE COMPANIES

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

107. Co-Defendants **ABC INSURANCE COMPANIES** are fictitiously named insurance companies so designated for lack of knowledge at this point in the proceedings.

108. Co-Defendants **ABC INSURANCE COMPANIES** 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.
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.

**SEVENTH CAUSE OF ACTION FOR NEGLIGENCE UNDER ARTICLES 1536 & 1541
OF THE PUERTO RICO CIVIL CODE GAINST JOHN DOE AND JAMES ROE
UNKNOWN JOINT TORTFEASORS**

111. The allegations contained above are incorporated by reference as if again fully set forth herein.
112. Co-Defendants John Doe and James Roe are so designated for lack of knowledge at this point in the proceedings.
113. Co-Defendants John Doe and James Roe's intervention in the nursing, technical or medical care of Emiliano while at DCH 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 Emiliano's death and, thus, the pain and suffering of Plaintiffs upon his premature death, as described herein.
114. 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 medical examination of Emiliano commensurate with his condition as such, directly caused and/or contributed to causing his premature death and the emotional pain and suffering such death caused upon the Plaintiffs.

115. 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 evaluation and treatment.

116. Co-Defendants John Doe and James Roe negligently and carelessly failed to promptly examine, evaluate and treat Emiliano's symptoms, thus denying him the provision of essential and life-saving treatment.

117. 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 Emiliano with appropriate treatment.

118. 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 Emiliano's condition and with his clinical signs, Emiliano was deprived of the opportunity to be promptly treated when time was of the essence and the Plaintiffs, through the premature death of Emiliano were deprived of his companionship, camaraderie, support and love.

119. 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 Emiliano, as detailed herein.

120. As a direct and proximate cause of Co-Defendants John Doe and James Roe's negligence in failing to properly treat Emiliano, Plaintiff sustained severe pain and suffering upon the loss of their beloved father.

DAMAGES

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

122. As a direct and proximate result of the acts or omissions of all Co-Defendants, Emiliano died prematurely at the age of 64, leaving his adult children behind.

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

124. 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.

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

126. In losing Emiliano, Plaintiffs lost their father, confidant and friend.

127. Plaintiffs have suffered dearly the loss of Emiliano, with whom they will not be able to share the special moments in their lives.

128. 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.
129. As a direct and proximate result of the negligence of all Defendants Emiliano lived his last days in terrible pain, eventually suffering an unwarranted and untimely death, a cause of action which all Plaintiffs inherit as Emiliano's heirs under Puerto Rico law.
130. As a direct and proximate result of the negligence of all Defendants, Plaintiffs will continue to suffer the irreparable loss of their father.
131. The negligent acts and omissions of the Defendants have directly and proximately caused Plaintiff **EMILY RIVERA** 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 (\$1,000,000.00)**.
132. The negligent acts and omissions of the Defendants have directly and proximately caused Plaintiff **GABRIEL RIVERA** intense emotional and mental pain and suffering, frustration and a grave sense of injustice equal to a sum not less than **ONE MILLION DOLLARS (\$1,000,000.00)**.
133. The negligent acts and omissions of the Defendants directly and proximately caused Emiliano intense physical, emotional, and mental pain and suffering valued in the amount of no less than **ONE MILLION DOLLARS (\$1,000,000.00)**, which is inherited by Plaintiffs and claimed herein under Puerto Rico law
134. In total, the damages suffered by Plaintiffs have a reasonable value in excess of **THREE MILLION DOLLARS (\$3,000,000.00)**.

TRIAL BY JURY DEMANDED

135. 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 **THREE MILLION DOLLARS (\$3,000,000.00)**, 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 18th day of October, 2022.

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