

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

RASHID T. HENRY

Plaintiff,

v.

Sonesta San Juan LLC; Sonesta International
Hotels Corporation LLC; Sompco America
Insurance Company; ABC INSURANCE
COMPANIES; DOES I-X and any other joint
tortfeasors.

Defendants.

CIVIL NO. 3:23-cv-1218

RE: TORT ACTION FOR
NEGLIGENCE PURSUANT TO
ARTICLES 1536 & 1540, 31
L.P.R.A, 31 L.P.R.A §§ 10801,
10805.

JURY TRIAL DEMANDED

COMPLAINT

TO THE HONORABLE COURT:

APPEARS NOW the Plaintiff, RASHID T. HENRY (hereinafter referred to as “Plaintiff” or “Mr. Henry”), through the undersigned counsel, and hereby states, alleges, and requests as follows:

JURISDICTIONAL BASIS

1. This case is based upon diversity jurisdiction under 28 U.S.C. §1332.
2. Plaintiff is a citizen of and resides in the state of Pennsylvania.
3. All Defendants are individuals, corporations, business entities, or partnerships who are citizens of Puerto Rico or of a state other than Pennsylvania.

4. The matter in controversy exceeds the sum of SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00), exclusive of interest and costs, thus vesting jurisdiction on this Honorable Court pursuant to 28 U.S.C. § 1332.
5. Venue is proper in the District of Puerto Rico pursuant to 28 U.S.C. §1391, since the events and acts or omissions giving rise to this claim occurred in this district.

THE PARTIES

6. Plaintiff **RASHID HENRY** is of legal age, a citizen and resident of the state of Pennsylvania.
7. Defendant **SONESTA SAN JUAN LLC** is a limited liability company under the laws of Puerto Rico which upon information and belief owns, operates, and/or manages the hotel, resort and facilities known as **THE ROYAL SONESTA SAN JUAN**.
8. Defendant **SONESTA INTERNATIONAL HOTELS CORPORATION** is a corporation headquartered in Massachusetts which upon information and belief manages and/or runs the operations of **THE ROYAL SONESTA SAN JUAN**.
9. Defendant **SOMPO AMERICA INSURANCE COMPANY** is a corporation organized or operating under the laws of North Carolina, which insures one or more co-defendants for the acts and/or omissions described herein or that insures the hotel facilities as such are contractually liable for the injuries and damages sustained by Plaintiff.
10. Defendants **ABC INSURANCE COMPANIES** are corporations organized or operating under the laws of the Commonwealth of Puerto Rico, which insure one or more co-defendants for the acts and/or omissions described herein or that

insure the hotel facilities as such are contractually liable for the injuries and damages sustained by Plaintiff.

11. Defendant **DOES I-X** are individuals, corporations, or entities that are citizens of Puerto Rico or a state other than Pennsylvania who are unknown and are jointly and severally liable for Plaintiff's damages.

GENERAL ALLEGATIONS

12. Mr. Henry planned a trip to Puerto Rico from March 8th to March 12th, 2022, to celebrate his birthday and a new job opportunity.
13. For this trip, Mr. Henry booked a reservation at the Royal Sonesta San Juan Resort.
14. On March 11th, 2022, at approximately 3:00 pm while attempting to retrieve a towel from the storage bin on the beach, the entire metal door came off the bin hitting Mr. Henry directly in the face and head with massive force due to the door's weight.
15. Mr. Henry immediately fell to the ground and felt a significant amount of pain.
16. Mr. Henry contacted hotel management and made a voluntary statement with regards to the incident.
17. Mr. Henry was asked if he required medical attention but considering he was returning Pennsylvania the next day Mr. Henry decided to wait to get medical treatment back home.
18. On March 14, 2022, Mr. Henry visited Tower Health urgent Care emergency center where he was diagnosed with a concussion and was told to see his primary care physician.

19. Mr. Henry's saw his primary care physician on March 16, 2022, who agreed with the previous diagnoses of a head concussion with associated dizziness, memory loss, headaches and difficulty concentrating.
20. His primary care physician placed Mr. Henry on leave from his work for a week due to his diagnosis and referred him to a concussion specialist.
21. Mr. Henry visited a concussion specialist who diagnosed him with a concussion and referred him to receive physical therapy and occupational therapy to assess his cognitive impairment, oculomotor dysfunction, dizziness, and neck pain, among other symptoms.
22. Mr. Henry was also instructed to reduce his work hours to 12 hours a week which had a significant impact considering Mr. Henry had a full-time job.
23. Mr. Henry also underwent a neuropsychological evaluation and was also referred to a speech therapist to address his post concussive syndrome.
24. Mr. Henry had to undergo multiple forms of treatment to treat his post-concussion syndrome symptoms including months of different types of consistent therapy sessions until these symptoms seemed to been apparently resolved in December 2022.
25. Notwithstanding, in April 2023, Mr. Henry began experiencing intermittent headaches, as a result of the concussion sustained at the Royal Sonesta.
26. On April 19, 2023, Mr. Henry visited his primary care physician regarding the new intermittent headaches and was referred to a neurologist for additional evaluation and treatment.
27. Therefore, Mr. Henry's damages remain ongoing, and his injuries and damages

as a result of the incident remain unresolved.

28. On February 6, 2023, within the year of the incident, Plaintiff sent an extrajudicial settlement demand to defendants requesting compensation for all damages suffered. Unfortunately, to date defendants have not made any formal offer to Plaintiff, who is therefore seeking redress for his damages before this Honorable Court.

**FIRST CAUSE OF ACTION – NEGLIGENCE OF SONESTA SAN JUAN LLC;
SONESTA INTERNATIONAL HOTELS CORPORATION LLC UNDER
ARTICLES 1536 & 1540, 31 L.P.R.A §§ 10801, 10805**

29. The allegations contained above are incorporated by reference as if again fully set forth herein.
30. Defendants, through their acts or omissions caused damage to Plaintiff through fault or negligence in violation of 31 L.P.R.A. § 10801, 10805.
31. On or about March 11, 2022, Defendants owned and/or operated THE ROYAL SONESTA SAN JUAN.
32. Defendants invited hotel guests to use its facilities.
33. Defendants, as the owners and operators of the hotel had a duty to Plaintiff to keep the area safe and free from dangerous conditions, so that Plaintiff and other guests would not suffer harm.
34. Defendants breached their duty of care to Plaintiff by failing to keep their premises free from dangerous conditions so that Plaintiff and other guests would not suffer harm or damage.
35. Defendants failed to properly inspect and/or maintain their facilities and the beach

towel storage area where Plaintiff was injured.

36. Defendants knew or should have known of the dangerous conditions present in the towel storage bin for hotel guests on the beach.
37. Defendants failed to adequately and safely design and/or build the beach towel storage area so as to prevent that this dangerous and foreseeable situation would happen and cause serious injury such as that suffered by Plaintiff.
38. Defendants' employees negligently caused the break of the towel door's hinges or failed to prevent it and/or notify its deteriorated condition and that it posed a hazard to hotel guests.
39. The dangerous conditions of the beach towel storage bin in your hotel beach area directly and proximately caused Mr. Henry's injury.
40. The dangerous conditions of the beach towel storage bin in your hotel beach area directly and proximately caused Mr. Henry's injury and damages.
41. Defendants failed to take all reasonable safety measures to ensure that Plaintiff was not injured in their premises.
42. As a direct and proximate result of Defendants' negligence and carelessness, Plaintiff sustained physical, emotional, mental, and economic damages.

SECOND CAUSE OF ACTION – SOMPO AMERICA INSURANCE COMPANY

43. The allegations contained above are incorporated by reference as if again fully set forth herein.
44. Defendant SOMPO AMERICA INSURANCE COMPANY was at the time herein pertinent, authorized to do business as such in Puerto Rico, and issued an insurance policy on behalf of Defendants, hotel owners, hotel operators, or other

tortfeasor.

45. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
46. 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.
47. As a result, Defendants ABC Insurance Companies are liable to Plaintiff for the damages caused to him by Defendants or another tortfeasor.

THIRD CAUSE OF ACTION - ABC INSURANCE COMPANIES

48. The allegations contained above are incorporated by reference as if again fully set forth herein.
49. Defendants ABC Insurance Companies were, at the time herein pertinent, authorized to do business as such in Puerto Rico, and issued an insurance policy on behalf of Defendants or another tortfeasor.
50. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
51. 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.
52. As a result, Defendants ABC Insurance Companies are liable to Plaintiff for the damages caused to him by Defendants, hotel owners, hotel operators, or any other tortfeasor.

FOURTH CAUSE OF ACTION - DOES I-X

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

54. Defendants Does I-X caused damages to Plaintiff through fault or negligence in violation of 31 L.P.R.A. §§ 10801, 10805 via their employees, agents, or assignees.
55. Defendants Does I-X are jointly and severally liable for the damages caused to Plaintiff.

DAMAGES

56. The allegations contained above are incorporated by reference as if again fully set forth herein.
57. As a result of the negligent acts, omissions, or misrepresentations of Defendants, Mr. Henry has suffered physical, emotional, mental, and economic damages.
58. As a result of the negligent acts, omissions, or misrepresentations of Defendants, Mr. Henry's vacation was ruined as a result of the pain, dizziness and other post-concussion symptoms.
59. Mr. Henry's life was upended as he was required to seek medical care, physical therapy, occupation therapy, speech therapy among other forms of treatment for his injury and subsequent symptoms since March 2022 until December 2022, all as a result of Defendants' negligent acts.
60. Mr. Henry began experiencing intermittent headaches once more in April 2023 as a result of the incident and will require additional medical care, therapies, and treatment as a result.
61. Mr. Henry is also experiencing recent difficulties with his vision as a result.
62. Mr. Henry has physically and emotionally suffered for more than a year as a result of the injuries sustained by defendants' negligence.

63. As a result of the negligent acts, omissions, and misrepresentations of Defendants, Mr. Henry has suffered a concussion and sequela of this injury for many months.
64. Due to the persistent post-concussion symptoms, Mr. Henry has had to take time from his busy life to undergo and suffer treatments with physicians, therapists, and other specialists.
65. As a result of the negligent acts, omissions, or misrepresentations of Defendants, Plaintiff has suffered economic damages including but not limited to out of pocket expenses that continue to accrue.
66. Plaintiff's physical, emotional, mental, and economic damages as a result of the injuries sustained in the incident have a reasonable value of no less than SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000)

TRIAL BY JURY DEMANDED

67. Plaintiff hereby demands trial by jury.
68. **WHEREFORE**, Plaintiff demands judgment against Defendants, jointly and severally, in the amount of no less than SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$750,000) plus costs incurred, reasonable attorneys' fees, and such other and further relief as to this Honorable Court may deem just and proper under the law.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this May 4th, 2023.

Plaintiff's Counsel:

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