

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

DEANDREE JAUNAI

Plaintiff,

v.

CONDADO DUO LA CONCHA SPV, LLC;
INTERNATIONAL HOSPITALITY
SERVICES INC.; CHUBB INSURANCE
COMPANY OF PUERTO RICO; ABC
INSURANCE COMPANIES; DOES I-X and any
other joint tortfeasors.

Defendants.

CIVIL NO. 25-1364

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, DEANDREE JAUNAI (hereinafter referred to as “Plaintiff” or “Mr. Jaunai”), 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 Connecticut.
3. All Defendants are individuals, corporations, business entities, or partnerships who are citizens of Puerto Rico or of a state other than Connecticut.

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 **DEANDREE JAUNAI** (hereinafter “Mr. Jaunai” or “Plaintiff”) is of legal age, a citizen and resident of the state of Connecticut.
7. Defendant **CONDADO DUO LA CONCHA SPV, LLC** (hereinafter “CONDADO DUO LA CONCHA”) is a limited liability company incorporated under the laws of the State of Delaware which upon information and belief owns, operates, and/or manages the hotel, resort, property, restaurants and facilities known as the **LA CONCHA RENNAISSANCE SAN JUAN RESORT**.
8. Defendant **INTERNATIONAL HOSPITALITY SERVICES, INC.** (hereinafter “IHS”) is a corporation organized under the laws of the Commonwealth of Puerto Rico, which upon information and belief owns, operates, and/or manages the hotel, resort, property, restaurants and facilities known as **LA CONCHA RENNAISSANCE SAN JUAN RESORT**.
9. Defendant **CHUBB INSURANCE COMPANY OF PUERTO RICO** is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico, which insures one or more co-defendants for the acts and/or omissions described herein or that insures the hotel facilities and as such are contractually liable for the injuries and damages sustained by the 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. Defendants **DOES I-X** are individuals, corporations, or entities that are citizens or Puerto Rico or a state other than Connecticut who are unknown and are jointly and severally liable for Plaintiff's damages.

GENERAL ALLEGATIONS

12. Plaintiff, Mr. Jaunai is a 25-year-old man who booked a stay in La Concha Hotel as part of his vacation in Puerto Rico.
13. During the afternoon of September 20th, 2024 Plaintiff was returning to La Concha Hotel after a day excursion with his girlfriend and travel companion Jada Facey.
14. Upon his return, around 5:30 pm, they decided to go to the pool area, more specifically to a hot tub where he and his partner planned to unwind.
15. Mr. Jaunai recalls that around 6:00 pm it started heavily raining and they decided to enjoy the rest of the evening in his hotel room, instead of the pool area.
16. Upon Mr. Jaunai's decision to leave the hot tub, he put on his new footwear and covered his head with a shirt to walk and take refuge in a covered terrace area to try and dry himself up.

17. After Plaintiff's several attempts to dry himself up and with pouring rain still ongoing, Mr. Jaunai and Ms. Facey started making their way to the hotel's lobby entrance around 6:05 pm.
18. Due to the pouring rain, Mr. Jaunai and many other guests that were outside in the pool area went to through the doors that give access to the hotel's main lobby from the pool area.
19. Mr. Jaunai recalls there were people soaking wet and without any type of footwear also trying to get into the hotel's lobby.
20. Mr. Jaunai, as well as other guests, were trying to enter through a double door entrance besides the sushi bar which is one of the closest entrances from the pool area.
21. Mr. Jaunai saw that these entrances only had one (1) rug each inside the lobby area, and none outside in the terrace/pool area and these were already soaking wet from the rain brought in from the other wet guests that had previously gone in.
22. Mr. Jaunai also observed that there were no caution signs in these entrances, or any hotel staff warning the guests as they came into the lobby that the hotel's lobby floor is slippery when wet.
23. Mr. Jaunai saw that the smooth tile floor inside was already visibly wet when he stepped inside the lobby.
24. The smooth texture of the marble tiles in the lobby area made the floor very slippery.
25. Mr. Jaunai also saw that, most of the floor in route and in front of the elevators, which he intended to use, was wet from constant foot traffic from guests who also

entered the lobby soaked from the rain and bringing in water from their shoes or
lack off.

26. Mr. Jaunai, wary of these conditions, entered through the left side of the doors located by the sushi bar and tried to dry off his footwear as much as he could on the interior rug before trying to make his way to the elevators.
27. Nonetheless, shortly after entering through the doors with the soaked rugs, Plaintiff walked a few steps ahead in front of the elevator doors when he slipped due to the wet surface.
28. At the time, there were no signs or warnings alerting guests of the wet and slippery condition of the floor inside the hotel lobby area either.
29. Mr. Jaunai fell onto his right side, which he tilted slightly to avoid the impact and extended his right arm to brace for impact.
30. As a result from the fall, Mr. Jaunai's right arm went instantly numb, and he experienced excruciating pain when trying to compose himself.
31. As Mr. Jaunai struggled to get up, two (2) men came to assist him while a nearby hotel security guard watched the event unfold in front of her.
32. Despite the terrible pain Mr. Jaunai was in, he and his partner went to their hotel room via the elevator, where Plaintiff could not bear the arm pain any longer.
33. His partner went back down to the hotel's front desk where she asked to speak with the head of security or a manager.
34. Mr. Jaunai was offered two (2) options, a taxi in front of the hotel or an ambulance to take him to the nearest hospital.

35. Before leaving for the hospital, Mr. Jaunai and Ms. Facey filled out an incident and loss report provided by La Concha Hotel.
36. Mr. Jaunai and his partner then took a taxi to Ashford Presbyterian Medical Hospital where he was diagnosed with a dislocated shoulder and was put under general anesthesia to lodge the shoulder back into place.
37. At the hospital, he was instructed to use an arm sling and get an orthopedic evaluation as soon as possible.
38. Plaintiff stayed two (2) more days in a lot of pain in Puerto Rico before returning to Connecticut, on the date of their scheduled departure.
39. Once back in Connecticut, Plaintiff promptly went to his primary doctor who ordered a CT Scan to be performed. After seeing concerning results, the primary Doctor referred Plaintiff to an Orthopedic specialist.
40. All this time, Mr. Jaunai was experiencing ongoing pain and instability on his right shoulder.
41. The orthopedic doctor ordered X-rays and an MRI. This imaging study showed Mr. Jaunai had tears in his shoulder ligaments, more specifically a Bankart tear and a Hill-Sachs lesion.
42. The orthopedic doctor discussed with Mr. Jaunai the severity of his injury and the high risks of future dislocations due to the damage to his ligaments.
43. Mr. Jaunai went to the orthopedic doctor various times due to ongoing pain and discomfort and ultimately opted to undergo the recommended reconstructive surgery.
44. Plaintiff was surgically intervened for a Bankart repair and remplissage on

January 2, 2025.

45. Plaintiff had to wear an arm sling since the day of the accident until approximately a month post-op, which severely impacted his involvement in regular, everyday activities and work related tasks.
46. Plaintiff could not drive, lift or carry heavy objects and needed assistance getting dressed and showering.
47. During his follow-up appointment with the orthopedic doctor, on February 12th, 2025, Plaintiff was advised to ice the area due to swelling and was recommended to start formal physical therapy due to his lack in range of motion and mild pains when moving his recently operated shoulder.
48. Mr. Jaunai started physical therapy six (6) weeks after his operation in Bloomfield, CT. He attended sessions twice a week for months until May, 2025.
49. On May 8, 2025, Mr. Jaunai concluded his initial physical therapy sessions, but the therapist recommended rehabilitation exercises to be performed at home.
50. Plaintiff was instructed to limit his weight carrying to light shopping bags, since he was unable to reach full overhead extension of his right arm. In addition to this, Plaintiff was told to avoid heavy lifting and has not returned to work given his limitations.
51. In June 2025, Mr. Jaunai went to his orthopedic doctor for reevaluation with his physical therapy discharge documents, in hopes of being given clearance to finally return to work and resume his regular life activities. Unfortunately, the orthopedist recommended he return to continued physical therapy with a therapist instead of exclusively performing “at-home” rehabilitation routines.

52. Plaintiff has had out-of-pocket expenses such as co-payments for his health insurance, follow up appointments, and physical therapy sessions.
53. As part of his unexpected expenses due to the injury, Plaintiff has had to pay no less than \$350 as co-payment for his physical therapy sessions in Bloomfield, Connecticut.
54. The amount of money spent by Plaintiff for his co-payments continued to accrue for the remainder of his therapy sessions until given medical clearance from his orthopedic doctor.
55. On July 9, 2025, Plaintiff had a follow up appointment with his orthopedist where he was discharged from treatment and cleared to return to regular activities.
56. Before this incident, Plaintiff worked at Simoniz USA Inc., an automobile cleaning product manufacturing company.
57. On December 16th, 2024, Mr. Jaunai was terminated from his job, due to his inability to do manual labor as a result of his disability in his right arm.
58. As a result, Mr. Jaunai has suffered loss of income given he was terminated from his employment due to this injury.

FIRST CAUSE OF ACTION – NEGLIGENCE OF CONDADO DUO LA CONCHA SPV, LLC; INTERNATIONAL HOSPITALITY SERVICES, INC.; UNDER ARTICLES 1536 & 1540, 31 L.P.R.A §§ 10801, 10805

59. The allegations contained above are incorporated by reference as if again fully set forth herein.
60. Defendants, through their acts or omissions caused damage to Plaintiff through fault or negligence in violation of 31 L.P.R.A. § 10801, 10805.
61. On or about September 20, 2025, Defendants owned and/or operated LA

CONCHA RENNAISSANCE SAN JUAN RESORT.

62. 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.
63. 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.
64. Defendants failed to properly inspect and/or maintain their facilities and the pool area door entrance where Plaintiff was injured.
65. Defendants knew or should have known of the dangerous conditions present in the pool area door entrance for hotel guests trying to enter and shelter themselves from ongoing pouring rain.
66. It was reasonably foreseeable to defendants that the dangerous condition of the wet floor posed a threat to the safety and well-being of its guests and did not take any measures to eliminate the dangerous condition.
67. Defendants knew or should have foreseen that due to Puerto Rico's location in the Caribbean, its history with high yield precipitation and devastating hurricane seasons, that the month of September is notorious for excessive rainfall¹ and hurricane formations, thus prompting a proactive response from the hotel staff to prevent or further mitigate any accidents on their premises resulting from the excessive rainfall.
68. Defendants knew or should have foreseen that on September 20, 2024, as shown

¹ https://www.weather.gov/media/sju/climo/monthly_reports/2024/Sep2024.pdf

by National Oceanic and Atmospheric Administration's (NOAA) Online Weather Data Table, that precipitation was expected. In fact, according to the Online Weather Data Table, September 20 was the day with most precipitation in the island for that month, with 0.54 inches of rainfall.² The defendants should have been able to identify the 20th of September as a particularly rainy day, compared to others, and knowing that September is notorious for heavy rainfall, they should have prepared and anticipated an increase in precipitation for the following months and hurricane season.

69. Defendants failed to adequately and safely prevent and/or mitigate pool area door entrance incidents with caution signs or staff members stationed there so as to avoid this dangerous and foreseeable situation from happening and causing serious injury such as that suffered by Plaintiff.
70. Defendants failed to provide a safe walking area for guests who may be accessing the lobby and confront wet floors caused by rainwater tracked in by other guests.
71. Defendants had a duty towards its guests like Plaintiff to keep the lobby area, especially the area from the pool entrance to the elevators in a reasonably safe condition and to adequately inspect it to prevent foreseeable risks or accidents.
72. Defendants' employees negligently ignored the wet and slippery conditions in the lobby area due to ongoing rain and foot traffic thus posing a hazard to hotel guests.
73. Defendants also have a duty of care towards its guests to provide adequate supervision, training and instructions to its employees to ensure they identify

² <https://www.weather.gov/wrh/climate?wfo=sju>

dangerous conditions in the lobby area and to take any measures to protect guest from foreseeable accidents.

74. The dangerous conditions of the pool area door entrance directly and proximately caused Mr. Jaunai's injuries and damages.
75. Defendants failed to take all reasonable safety measures to ensure that Plaintiff was not injured in their premises.
76. As a direct and proximate result of Defendants' negligence and carelessness, Plaintiff sustained physical, emotional, mental, and economic damages.

**SECOND CAUSE OF ACTION –
CHUBB INSURANCE COMPANY OF PUERTO RICO**

77. The allegations contained above are incorporated by reference as if again fully set forth herein.
78. Defendant CHUBB Insurance Company of Puerto Rico 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.
79. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
80. 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.
81. As a result, Defendant CHUBB Insurance Company of Puerto Rico is liable to Plaintiff for the damages caused to him by Defendants or another tortfeasor.

THIRD CAUSE OF ACTION - ABC INSURANCE COMPANIES

82. The allegations contained above are incorporated by reference as if again fully set forth herein.
83. 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.
84. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
85. 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.
86. 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

87. The allegations contained above are incorporated by reference as if again fully set forth herein.
88. 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.
89. Defendants Does I-X are jointly and severally liable for the damages caused to Plaintiff.

DAMAGES

90. The allegations contained above are incorporated by reference as if again fully set forth herein.
91. As a result of the negligent acts and/or omissions of Defendants, Mr. Jaunai has suffered physical, emotional, mental, and economic damages.
92. As a result of the negligent acts and/or omissions of Defendants, Mr. Jaunai's vacation was ruined as a result of the pain, discomfort, emotional distress and physical impairment because of his shoulder injury.
93. Mr. Jaunai's life was upended as he was required to seek medical care, interventional surgery, physical therapy, and other forms of treatment for his injury and subsequent symptoms from September 2024 to July 2025, all as a result of Defendants' negligent acts.
94. Mr. Jaunai began experiencing mild swelling and general discomfort once more in January 2025 as a result of the surgical procedure requiring additional medical care, therapies, and treatment as a result.
95. Mr. Jaunai physically and emotionally suffered for many months as a result of the injuries sustained by defendants' negligence.
96. As a result of the negligent acts, omissions, and misrepresentations of Defendants, Mr. Jaunai has suffered a dislocated shoulder, had to undergo an operation and post-op treatment as well as other sequela for many months.
97. Mr. Jaunai's physical impairment due to the shoulder injury sustained at La Concha resulted in loss of enjoyment of life.
98. Plaintiff's physical, emotional and mental damages as a result of the injuries

sustained in the incident have a reasonable value of no less than \$750,000.

99. Mr. Jaunai has lost his job due to the negligent acts of defendants and is currently unemployed dealing with expenses such as medical bills.
100. Therefore, Mr. Jaunai has sustained a loss of income, which, combined with unexpected expenses, has put Mr. Jaunai in a precarious financial situation.
101. 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 medical expenses.
102. As a result of the negligent acts and omissions of the defendants, Plaintiff has also suffered a substantial loss of income.
103. Prior to the incident, Plaintiff was employed full time and earning a regular income. Due to the Defendants actions, Plaintiff has been unable to work since the date of the incident.
104. Plaintiff seeks compensation for all past and future income lost due to defendants' actions, which continues to accrue.
105. Plaintiff was unable to perform manual labor since the injury and subsequent treatment and during this time has been unable to seek similar employment where he resides, for which he is qualified for, as a result of this injury.
106. Plaintiff's economic damages as a result of the injuries sustained in the incident have a reasonable value of no less than \$45,000.

TRIAL BY JURY DEMANDED

107. Plaintiff hereby demands trial by jury.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, in the amount of no less than \$795,000 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 10th day of July 2025.

Plaintiff's Counsel:

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