

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

LOURDES LUCIANO

Plaintiff,

v.

AEROSTAR AIRPORT HOLDINGS, LLC;
STARR INDEMNITY & LIABILITY
COMPANY; PRIME JANITORIAL SERVICE
CORP.; MAPFRE PRAICO INSURANCE
COMPANY; ABC INSURANCE
COMPANIES; DOES I-X and any other joint
tortfeasors.

Defendants.

CIVIL NO. 25-1473

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, LOURDES LUCIANO (hereinafter referred to as “Plaintiff” or “Ms. Luciano”), 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 **LOURDES LUCIANO** (hereinafter “Ms. Luciano” or “Plaintiff”) is of legal age, a citizen and resident of the state of Connecticut.
7. Defendant **AEROSTAR AIRPORT HOLDINGS LLC** (hereinafter “Aerostar”) is a limited liability company incorporated under the laws of the State of Puerto Rico which upon information and belief owns, operates, and/or manages the airport, property, restaurants and facilities known as the **LUIS MUÑOZ MARIN AIRPORT** (hereinafter “LMM airport”).
8. Defendant **STARR INDEMNITY AND LIABILITY COMPANY** (hereinafter “Starr”) is a corporation organized under the laws of the Commonwealth of Puerto Rico, which upon information and belief, insures one or more co-defendants for the acts and/or omissions described herein or that insures the LMM airport facilities.
9. Defendant **PRIME JANITORIAL SERVICE, CORP.** is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico, which provides contracted maintenance services, using its employees at LMM Airport facilities.
10. Defendant **MAPFRE PRAICO INSURANCE COMPANY** is a corporation

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 LLM airport facilities as such are contractually liable for the injuries and damages sustained by Plaintiff.

11. 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 LLM airport facilities as such are contractually liable for the injuries and damages sustained by Plaintiff.
12. 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

13. Plaintiff, Ms. Luciano is a 57-year-old woman who came to visit Puerto Rico on a family trip.
14. Ms. Luciano was set to leave to Puerto Rico from Luis Muñoz Marín International Airport back to Connecticut on June 30, 2025.
15. Ms. Luciano checked in, looked at her boarding pass to verify the gate and began to walk towards her gate: B10.
16. While Plaintiff was walking towards her gate, she suddenly slipped and fell.
17. Plaintiff only recalls her feet lifting up in the air suddenly and the landing forcefully on the ground on her left side on top of her dominant left wrist.
18. Ms. Luciano heard a loud cracking noise when she fell.

19. Ms. Luciano noticed that the area where she fell was very wet, and she herself became very wet from her left knee up to her left shoulder following her fall.
20. Plaintiff felt an intense and sharp pain in her left hand after falling. Upon closer inspection, Ms. Luciano noticed her left hand was hanging from her wrist.
21. Ms. Luciano started to cry and scream due to the excruciating pain she was experiencing.
22. The people near Ms. Luciano quickly came to her aid, including an off-duty paramedic.
23. Airport security came to assist after a few minutes.
24. Ms. Luciano was very nervous and airport security tried to calm her down.
25. The airport security helped her sit down and relax.
26. Airport security filled out an incident report regarding the fall.
27. Airport security also asked Plaintiff to fill out a different section of the same incident report, and she filled it out the best she could with her right non-dominant hand.
28. Ms. Luciano was not provided with a copy of this incident report.
29. Another security guard mopped the wet area that caused Ms. Luciano's injury.
30. After mopping, that same security guard placed a sign and took a photograph.
31. Before Ms. Luciano's fall there were no visible warning signs in the area where she suffered the fall.
32. Plaintiff was trembling and sweating profusely.
33. Plaintiff was later notified by security that her flight was delayed.
34. Plaintiff managed to calm down while waiting to board.

35. Ms. Luciano was placed in priority boarding and ultimately boarded her flight.
36. Plaintiff decided to seek medical treatment upon arrival in Connecticut.
37. Upon arrival to Connecticut, her granddaughter picked her up and immediately took her to New Britain Hospital.
38. In New Britain hospital Plaintiff got x-rays done and was diagnosed with a compound wrist fracture on her left hand.
39. They stabilized her left wrist and referred her to an orthopedic surgeon.
40. Plaintiff was operated on July 10, 2025, at Hospital for Central CT.
41. Following her surgery, Plaintiff had to immobilize her wrist since she was instructed not to move her wrist in any way.
42. Dr. Jacob Jabbour, the hand surgeon, told her that she had broken her wrist in three (3) different places and that they fused it back together.
43. Plaintiff was unable to move her hand, only her fingers, after the operation, severely limiting her abilities.
44. Plaintiff was a fully independent woman before this fall, and now since then she requires assistance for most of her daily tasks including showering and cooking.
45. Plaintiff is still experiencing pain and is undergoing physical therapy to gradually restore mobility and strength in her wrist.
46. It is yet unknown if Plaintiff will regain full mobility, range of motion and full grip with her left dominant hand.

**FIRST CAUSE OF ACTION – NEGLIGENCE OF AEROSTAR AIRPORT
HOLDINGS, LLC.; UNDER ARTICLES 1536 & 1540, 31 L.P.R.A §§
10801, 10805**

47. The allegations contained above are incorporated by reference as if again fully

set forth herein.

48. Defendants, through their acts or omissions caused damage to Plaintiff through fault or negligence in violation of 31 L.P.R.A. § 10801, 10805.
49. On or about June 30, 2025, Defendant Aerostar owned and/or operated Luis Muñoz Marin International Airport.
50. Defendant Aerostar as the owner and operator of LLM airport had a duty to Plaintiff to keep the main hallway, as well as other areas, safe and free from dangerous conditions, so that Plaintiff and other guests would not suffer harm.
51. Defendant Aerostar breached its duty of care to Plaintiff by failing to keep the LLM airport premises free from dangerous conditions so that Plaintiff and other guests would not suffer harm or damage.
52. Defendant Aerostar failed to properly and regularly inspect and/or maintain their facilities and the hallways leading to departure gates where Plaintiff was injured.
53. Defendant Aerostar should have promptly taken care of any spill or leak at the airport's hallways that posed a foreseeable threat to the safety and wellbeing of its business invitees.
54. Defendant Aerostar should have placed a caution or warning sign or restricted access areas where there was a spill or leak because it could foreseeably result in harm to its guests.
55. Defendant Aerostar knew or should have known of the dangerous conditions present in the airport hallways for guests trying to get to their departing flights.
56. It was reasonably foreseeable to Defendant Aerostar 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.

57. Defendant Aerostar failed to adequately, regularly and safely prevent and/or mitigate main hallway incidents with caution signs so as to avoid this dangerous and foreseeable situation from happening and causing serious injury such as that suffered by Plaintiff.
58. Defendant Aerostar failed to provide a safe walking area for guests who are travelling at the LLM airport.
59. Defendant Aerostar had a duty towards its guests like Plaintiff to keep the main hallway area in a reasonably safe condition and to adequately and regularly inspect it to prevent foreseeable risks or accidents.
60. The injuries suffered by Ms. Luciano on June 30, 2025, were proximately caused by Defendant Aerostar's negligence, which failed to warn or otherwise alert the passengers and visitors about the dangerous conditions existing within the premises of the airport.
61. Defendant Aerostar's employees or subcontracted maintenance personnel negligently ignored the wet and slippery conditions in the hallway area and thus failed to follow any applicable maintenance protocols, thereby posing a hazard to airport guests.
62. Defendant Aerostar also has a duty of care towards its guests to provide adequate supervision, training and instructions to its employees and subcontractors to ensure they identify dangerous conditions in the hallway area and to take any measures to protect guest from foreseeable accidents.
63. Defendant Aerostar also breached its duty when it failed to create a safe

environment for its guests by having a polished slippery floor in place at the airport hallways instead of a rougher surface to prevent slip and falls.

64. Thus, Defendant Aerostar failed to have a safe anti-slip floor tile material installed in LMM's airport hallways.

65. The dangerous conditions of the main hallway due to negligent maintenance and negligent design directly and proximately caused Ms. Luciano's injuries and damages.

66. Defendant Aerostar failed to take all reasonable safety measures to ensure that Plaintiff was not injured in its premises.

67. As a direct and proximate result of Defendant Aerostar's negligence and carelessness, Plaintiff sustained physical, emotional, mental, and economic damages.

SECOND CAUSE OF ACTION – PRIME JANITORIAL SERVICE CORP.

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

69. Defendant Prime Janitorial Services Corp was, at the time herein pertinent, the entity selected by Aerostar, that via a services agreement with Aerostar, provides contracted maintenance services using its employees at LMM Airport facilities.

70. Defendant, Prime Janitorial Services Corp. was responsible for maintaining the public premises of the LMM airport, free of any hazardous conditions, such as wet floors, as to provide the agreed upon services and ensure the passengers and visitors of the LLM airport a safe travel experience.

71. Prime Janitorial Services Corp. should have been diligent in maintaining strict maintenance protocols as is their duty to keep areas from being hazardous to visitors and passengers.
72. Prime Janitorial Services Corp. and its employees should have known that a foreseeable risk of injury was present when a wet floor had been left unattended.
73. Prime Janitorial Services Corp. and its employees, with gross disregard to the safety and well-being of their patrons like Ms. Luciano, failed to properly supervise, inspect, monitor, warn and act, by failing to provide regular and periodic maintenance following proper safety protocols so as to avoid and prevent accidents, such as the one suffered by Plaintiff.

**THIRD CAUSE OF ACTION –
STARR INDEMNITY AND LIABILITY COMPANY**

74. The allegations contained above are incorporated by reference as if again fully set forth herein.
75. Defendant Starr Indemnity and Liability Company was, at the time herein pertinent, authorized to do business as such in Puerto Rico, and issued an insurance policy on behalf of at least one Defendant.
76. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is directly liable for the negligence or fault of its insured.
77. 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.
78. As a result, Defendant Starr Indemnity and Liability Company is liable to Plaintiff for the damages caused to her by Defendants or another tortfeasor.

FOURTH CAUSE OF ACTION – MAPFRE PRAICO INSURANCE COMPANY

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

80. Defendant MAPFRE Praico 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 at least one Defendant.

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

82. 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.

83. As a result, Defendant MAPFRE Praico Insurance Company is liable to Plaintiff for the damages caused to her by Defendants or another tortfeasor.

FIFTH CAUSE OF ACTION – ABC INSURANCE COMPANIES

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

85. 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.

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

87. 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.

88. As a result, Defendants ABC Insurance Companies are liable to Plaintiff for the damages caused to her by Defendants or another tortfeasor.

SIXTH CAUSE OF ACTION - DOES I-X

89. The allegations contained above are incorporated by reference as if again fully set forth herein.
90. 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.
91. Defendants Does I-X are jointly and severally liable for the damages caused to Plaintiff.

DAMAGES

92. The allegations contained above are incorporated by reference as if again fully set forth herein.
93. As a result of the negligent acts and/or omissions of Defendants, Ms. Luciano has suffered physical, emotional, mental, and economic damages.
94. As a result of the negligent acts and/or omissions of Defendants, Ms. Luciano's return flight was extremely burdensome as a result of the intense pain, discomfort, emotional distress and physical impairment caused by her severe wrist injury.
95. Ms. Luciano's life was upended as she was required to seek medical care, interventional surgery, physical therapy, and other forms of treatment for her injury and subsequent symptoms from June 2025 to the present day, all as a result of Defendants' negligent acts.
96. Ms. Luciano has physically and emotionally suffered for months as a result of the injuries sustained due to Defendants' negligence.
97. As a result of the negligent acts, omissions, and misrepresentations of Defendants, Ms. Luciano has suffered a broken wrist, had to undergo an operation and post-

op treatment, severely impacting her day to day life.

98. Ms. Luciano's physical impairment due to the wrist fracture sustained at LLM airport has resulted in a loss of enjoyment of life.
99. 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.
100. Plaintiff's physical, economic, emotional, mental damages as a result of the injuries sustained in the incident have a reasonable value of no less than \$1,000,000.

TRIAL BY JURY DEMANDED

101. Plaintiff hereby demands trial by jury.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, in the amount of no less than \$1,000,000 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 5th day of September, 2025.

Plaintiff's Counsel:

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