

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

CARMEN R. CABALLERO, in representation of
minor son, CYCC,

Plaintiff,

v.

CARIBE PHYSICIANS PLAZA
CORPORATION; MEDPRO GROUP, INC. d/b/a
MEDPRO GROUP, INC. d/b/a THE MEDICAL
PROTECTIVE COMPANY; XPRESS MEDICAL
TRANSPORT, CORP.; A, B, C INSURANCE
COMPANIES, INC.; E, F, G INSURANCE
COMPANIES; JOHN DOE; JAMES ROE;

Defendants.

CIVIL NO.: 19-2158 (GAG)

RE: TORT ACTION FOR
MEDICAL MALPRACTICE
PURSUANT TO ARTS. 1802 AND
1803, 31 P. R. Laws Ann. §§ 5141
AND 5142.

JURY TRIAL DEMANDED

THIRD AMENDED COMPLAINT

TO THE HONORABLE COURT:

APPEARS NOW, CARMEN R. CABALLERO, in representation of minor son, CYCC
(hereinafter referred to as “Plaintiff”, 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 CYCC is presently living in Italy with his mother CARMEN R CABALLERO and her husband who is in the US Army, and is a resident of the state of FLORIDA.
3. All Defendants are either individuals who reside in Puerto Rico or corporations organized under the laws of the Commonwealth of Puerto Rico with his principal place of business in P.R. or of states other than Florida.

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 CARMEN R. CABALLERO, in representation of her minor son CYCC (hereinafter “plaintiff”) who is the 12-year-old son of patient Paul Calderon Villamil (hereinafter “Paul Calderon”, or "the patient").
7. Co-Defendant **CARIBE PHYSICIANS PLAZA CORPORATION**, d/b/a **CARIBBEAN MEDICAL CENTER-CDT** (hereinafter “**CMC**” or “hospital”), is an entity duly registered and/or incorporated in and with its principal place of business in Puerto Rico.
8. Co-Defendant **MEDPRO GROUP, INC.** d/b/a **THE MEDICAL PROTECTIVE COMPANY** (hereinafter “**MEDPRO**”) is a corporation organized or operating under the laws of the Commonwealth of Puerto Rico, with their principal place of business in Puerto Rico, which issued insurance policy number H1003181 on behalf of Co-Defendant **CMC** for the acts or omissions described herein, encompassing the relevant period of time
9. Co-Defendant **CMC** owns and/or operates an emergency clinic, located in Rio Grande, Puerto Rico, wherein it provides its patients with emergency medical services, including physician, nursing, medication, laboratory, EKG, radiology and other services.
10. Co-Defendant **XPRESS MEDICAL TRANSPORT, CORP.** (hereinafter “**XPRESS MEDICAL**”) is a domestic entity operating in Puerto Rico, who was responsible of transferring Patient Paul Calderon from **CMC** to an institution capable of providing the

patient the care he urgently needed.

11. Co-Defendants **A, B, C 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 Florida and/or Florida, which issued insurance policies on behalf of *named* defendants for the acts or omissions described herein, encompassing the relevant period of time.
12. Co-Defendants **E, F, G INSURANCE** 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 one or more *unknown codefendants/tortfeasors* for the acts or omissions described herein, encompassing the relevant period of time.
13. Co-Defendants unknown 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 Plaintiff 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

15. Plaintiff CYCC is the twelve-year-old son of Paul Calderon Villamil.
16. Paul Calderon was a US Army veteran and a member of the 82nd Airborne Division and Special Forces Group, having successfully completed extremely dangerous missions during multiple tours in war torn Afghanistan and Iraq.
17. Paul Calderon was only 39 years old at the time of the events of this complaint.

18. On the morning of February 6, 2019, Paul Calderon was rushed to **CMC** by his mother, Maria Iness Villamil, who drove him there.
19. That morning, Paul Calderon had left nursing school to then be driven to the **CMC** emergency ward.
20. Upon arrival at **CMC**, the medical staff recorded that Paul Calderon complained of chest pain, nausea and vomiting.
21. The chest pain was recorded as constant, oppressive and unrelenting, despite medication.
22. Chest pain is the most common complaint in a patient with acute myocardial infarction.
23. Paul Calderon informed **CMC** staff that he was a nursing student and that he suspected he was having a heart attack, also known as an acute myocardial infarction.
24. According to the medical record, the triage was carried out by the nurse at 12:00 noon.
25. Shortly thereafter, at approximately 12:12 p.m., an ECG was taken by the **CMC** nurse of Paul Calderon.
26. Not long after the ECG was taken, Dr. Victor M. Grillo (hereinafter “Dr. Grillo”) saw Paul Calderon.
27. Approximately two hours later, Maria Innes, Paul Calderon’s mother, demanded to see Dr. Grillo about Paul’s care.
28. Dr. Grillo informed Maria Innes that **CMC** does not have ability to obtain cardiac enzymes and would transfer Paul Calderon to the VA Hospital in San Juan (hereinafter “VAHSJ”).
29. At approximately 2:50 p.m., the medical record indicates that Dr. Grillo ordered laboratory test and ECG for Paul Calderon.
30. **CMC**’s nursing staff documented by circling those orders by Dr. Grillo as being carried out by 2:50 p.m.

31. Patient's preliminary work up showed ECG with indications of a heart attack, at approximately 12:12 p.m.
32. Paul Calderon was accompanied by his mother, Maria Innes Villamil, who followed up and requested **CMC's** staff to treat his son, but the personnel was not giving his care any importance.
33. Hours passed and Paul Calderon was left waiting, without any periodical medical or nursing proper follow up.
34. As per Dr. Grillo's 3:00 p.m. medical note, he documented that Paul Calderon was going to be transferred to VA Hospital.
35. **XPRESS MEDICAL** was called to transfer Paul Calderon to the VA Hospital.
36. Maria Innes repeatedly requested help for Paul and the status of the ambulance to **CMC's** staff.
37. **CMC's** staff would answer that it was on its way to **CMC** to transfer Paul to the VA Hospital.
38. **CMC's** administrative and support personnel failed to timely and adequately follow up on Paul Calderon's emergency transfer to the VA.
39. This continued for hours, without the **XPRESS MEDICAL** or any other ambulance arriving.
40. According to **CMC's** staff, **XPRESS MEDICAL** had been called on multiple occasions and was coming to transfer Paul Calderon to the VA Hospital.
41. **CMC's** administrative and support personnel failed to timely and adequately coordinate with an ambulance company, other than **XPRESS MEDICAL**, for the emergency transfer of Paul Calderon.
42. As of 6:00 p.m., Paul Calderon had not been transferred to the VA Hospital, where appropriate treatment could be provided to him.

43. A note of 6:00 p.m., repeated that Paul Calderon was to be transferred to VA Hospital in San Juan.
44. At that time, Paul Calderon was prescribed Toradol for the chest pain, but he still had not been transferred as the 6:00 p.m. note reflected.
45. It was not until approximately 6:30 p.m. that **XPRESS MEDICAL** arrived and transferred Paul Calderon to VA Hospital in San Juan.
46. Once at the VA Hospital, Paul Calderon's cardiac enzyme confirmed he was having a massive heart attack.
47. At the VA Hospital, thrombolitics were administered and the following day he was catheterized, but Paul Calderon died on February 8, 2019.
48. Defendants failed to timely and properly intervene and transfer Paul Calderon to VA Hospital for timely and appropriate treatment.
49. Defendants allowed valuable time to elapse, thereby contributing to Paul Calderon's death and the ensuing damages.
50. As a consequence of defendants gross mishandling of the Paul Calderon's serious medical condition, he died from the heart attack in progress and ill treated while at the **CMC**.

**FIRST CAUSE OF ACTION FOR NEGLIGENCE UNDER ARTICLE 1802 & 1803
OF THE PUERTO RICO CIVIL CODE AGAINST
CARIBE PHYSICIANS PLAZA CORPORATION d/b/a CARIBBEAN MEDICAL
CENTER –CDT AND ITS PERSONNEL**

51. The allegations contained above are incorporated by reference as if again fully set forth herein.
52. At the relevant times of this complaint, **CMC** advertised to the public it was a facility that was capable of treating medical emergencies.
53. At the relevant times of this complaint, **CMC** operated or contracted to operate emergency clinic within its premises.

54. **CMC** sets up policies, procedures and/or requirements for the treatment of the emergencies within its premises.
55. **CMC** selected, hired, and contracted physicians to provide emergency medical care to its patients.
56. **CMC** paid its physicians and staff to provide medical, nursing and clerical support to its emergency room patients.
57. **CMC** through its policies, procedures and/or requirements admitted Paul Calderon to its emergency clinic.
58. **CMC** is liable for the negligent acts or omissions of its personnel, which caused damage to Plaintiff.
59. **CMC** supplies medical, nursing, clerical, administrative, and technical personnel to the emergency department within its premises.
60. **CMC** derives revenue from the services provided to patients at these departments within its premises.
61. **CMC** is liable for medical malpractice occurring at the previously mentioned emergency clinic which it operates.
62. The treatment offered by **CMC** to Patient Calderon Villamil, through its medical, nursing, technical personnel, and/or the doctors who either are employees, or have privileges who used its facilities, 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 Plaintiff the untimely death of his beloved father, Patient Calderon Villamil, and the injuries, as described herein.
63. **CMC's** personnel failed to exercise the care and precautions required under the circumstances

in order to prevent the loss of Patient Calderon Villamil's life, lacked the knowledge and medical skill required to treat a patient in their care, and failed to timely have available the personnel and equipment necessary to avoid the injuries, suffering and subsequent death of Patient Calderon Villamil.

64. **CMC** medical and clinic personnel negligently failed to provide Patient Calderon Villamil with competent nursing and medical personnel to monitor, treat and follow up in a timely and adequate manner.
65. **CMC** personnel negligently failed to adequately treat the patient with a treatable heart condition, if promptly treated.
66. **CMC** personnel negligently failed to adequately follow an appropriate course of diagnosis, treatment, including immediate transfer to another institution with the capability to treat patient's condition.
67. **CMC** personnel negligently allowed the patient to be left waiting hours for medical treatment and transfer.
68. **CMC's** staff failed to ensure it provided adequate ambulance services for the patients it could not treat and needed transfer.
69. **CMC's** staff negligently relied on **XPRESS MEDICAL** which took hours to arrive thus negligently provided its transportation service to Paul Calderon and contributed to the excessively delayed transfer and thus catastrophic results in the death of this 39 year old patient.
70. **CMC** nursing and medical personnel negligently failed to recognize or otherwise ignored the signs and symptoms that Patient Calderon Villamil developed consistent with a heart attack medically known as a myocardial infarct and they failed to immediately transfer the patient as

soon as the possibility of a myocardial infarction emerged in the differential diagnosis.

71. **CMC** nursing and medical personnel negligently failed to promptly and adequately examine and follow up on patient's condition and ensure immediate transfer to another institution capable of dealing with Calderon's myocardial infarction.
72. **CMC** nursing and medical personnel failed to use available methods to timely prevent, diagnose and treat Patient Calderon Villamil who was a likely candidate to develop a massive myocardial infarction which would cause his death.
73. While at **CMC's** clinic, Patient Calderon Villamil was inadequately monitored by nurses and physicians, requiring family to be intervening to alert and try to obtain timely treatment for the patient.
74. Patient Calderon Villamil required closer nursing and medical supervision but instead was afforded delayed and inadequate treatment throughout his admission at **CMC**.
75. At all times herein pertinent, co-Defendant **CMC**, its directors, officers, and employees and physicians with privileges were negligent in failing to provide the proper medical attention to Patient Calderon Villamil and by otherwise failing to exercise due care and caution to prevent the tortious conduct, injuries, and suffering to Plaintiff and to patient Paul Calderon Villamil.
76. **CMC** not only failed to adequately supervise its medical and nursing personnel and/or ensure their prompt attention to the patient, but also permitted the use of its facilities by physicians, with privileges, nurses, and support staff, in that way allowing, encouraging, and condoning the negligent care, negligent transfer and improper treatment of Patient Calderon Villamil, proximately and directly causing his death as well as Plaintiff's injuries.
77. As a result of all of the above, **CMC** misled those who sought appropriate emergency treatment into thinking that they would be appropriately treated at its facilities.

78. **CMC** did not provide the timely services of persons capable of properly and effectively coordinating its departments and immediate transfer due to its limited capacity to treat Patient Calderon Villamil.
79. As a direct and proximate cause of co-Defendant **CMC** and its personnel's failure to properly treat Patient Calderon Villamil, Plaintiff sustained severe pain and suffering and other damages, as described below.

**SECOND CAUSE OF ACTION FOR NEGLIGENCE UNDER
ARTICLES 1802 & 1803 OF THE PUERTO RICO CIVIL CODE
AGAINST MEDPRO GROUP, INC.**

80. The allegations contained above are incorporated by reference as if again fully set forth herein.
81. Co-Defendant **MEDPRO** was at all times herein pertinent an insurance company authorized to do business in the Commonwealth of Puerto Rico and which issued public liability and/or malpractice insurance policy on behalf of Co-Defendant **CMC**.
82. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
83. 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.
84. Therefore, Co-Defendant **MEDPRO** is jointly and severally liable to Plaintiff for the damages caused to him and his father by Co-Defendant **CMC**.

**THIRD CAUSE OF ACTION FOR NEGLIGENCE UNDER
ARTICLES 1802 & 1803 OF THE PUERTO RICO CIVIL CODE
XPRESS MEDICAL TRANSPORT, CORP.**

85. The allegations contained above are incorporated by reference as if again fully set forth herein.
86. **XPRESS MEDICAL** had an agreement to provide prompt and reliable ambulance service to **CMC's** patients.

87. **XPRESS MEDICAL** was called on multiple occasions by **CMC's** personnel requesting the urgent transfer of Patient Paul Calderon to the VA Hospital in San Juan.
88. **XPRESS MEDICAL** continuously represented to **CMC's** personnel that they would arrive promptly and transfer Paul Calderon to the VA Hospital in San Juan, to no avail.
89. Despite Paul Calderon's critical condition, **XPRESS MEDICAL** did not arrive to **CMC's** premises until after several critical hours had elapsed.
90. The ambulance that finally transferred Paul Calderon was property of **XPRESS MEDICAL** and the paramedics who transferred the patient were its employees.
91. **XPRESS MEDICAL** did not take the necessary steps to provide Paul Calderon the urgent transfer he required, thus participating and causing more damages to the patient.
92. **XPRESS MEDICAL's** negligent acts or omissions did not comport to the standards applicable to ambulance services in Puerto Rico.
93. **XPRESS MEDICAL** is jointly and severally liable to Plaintiff for the damages caused.

**FOURTH CAUSE OF ACTION FOR NEGLIGENCE UNDER
ARTICLES 1802 & 1803 OF THE PUERTO RICO CIVIL CODE
A,B,C INSURANCE COMPANIES**

94. The allegations contained above are incorporated by reference as if again fully set forth herein.
95. Co-Defendants **A, B, C INSURANCE COMPANIES**, designated as such for not knowing their identities, were at all times herein pertinent an insurance companies authorized to do business in the Commonwealth of Puerto Rico and which issued public liability and/or malpractice insurance policies on behalf of Co-Defendant, **CMC and XPRESS MEDICAL**.
96. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.

97. 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.
98. Therefore, Co-Defendants **A, B, C INSURANCE COMPANIES** are jointly and severally liable to Plaintiff for the damages caused to him and his father by Co-Defendants **CMC and XPRESS MEDICAL**.

**FIFTH CAUSE OF ACTION FOR NEGLIGENCE UNDER
ARTICLES 1802 & 1803 OF THE PUERTO RICO CIVIL CODE
AGAINST E, F, G INSURANCE COMPANIES**

99. The allegations contained above are incorporated by reference as if again fully set forth herein.
100. Co-Defendants **E, F, G INSURANCE COMPANIES** were at all times herein pertinent insurance companies authorized to do business in the Commonwealth of Puerto Rico and which issued public liability and/or malpractice insurance policies on behalf of one or more UNKNOWN Co-Defendants.
101. Pursuant to 26 P.R. Laws Ann. § 2001, an insurance company is liable for the negligence or fault of its insured.
102. 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.
103. Therefore, **E, F, G INSURANCE COMPANIES** are jointly and severally liable to Plaintiff for the damages caused to them by one or more Co-Defendants.

Therefore, Co-Defendants **E, F, G INSURANCE COMPANIES** are jointly and severally liable to Plaintiff for the damages caused to them and Mr. Paul Calderon Villamil by any and/or all Co-Defendants, joint tortfeasors.

**SIXTH CAUSE OF ACTION FOR NEGLIGENCE UNDER ARTICLES
1802 & 1803 OF THE PUERTO RICO CIVIL CODE
AGAINST JOHN DOE AND JAMES ROE UNKNOWN JOINT AND SEVERAL
TORTFEASORS**

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

105. Co-Defendants John Doe and James Roe are so designated for lack of knowledge at this point in the proceedings.

106. Co-Defendants John Doe and James Roe's intervention in the nursing, technical or medical care of Mr. Paul Calderon while at Co-Defendant **CMC** 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 Mr. Calderon's death and, thus, the pain and suffering of Mr. Paul Calderon Villamil while treated at **CMC** and of Plaintiff upon his premature death, as described herein.

107. 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 and adequate post fall from bed monitoring, testing and assessment of Mr. Calderon, commensurate with his reported symptoms of cardiac deterioration, and, as such, directly caused and/or contributed to causing Mr. Paul Calderon Villamil physical injury and emotional pain, as well as his premature death and the emotional pain and suffering such death caused upon Plaintiff.

108. 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 medical evaluation and treatment.

109. Co-Defendants John Doe and James Roe negligently and carelessly failed to promptly test, monitor, evaluate, and treat Mr. Calderon's symptoms, thus denying him the provision of essential and life-saving treatment by a transfer to a suitable facility.

110. Co-Defendants John Doe and James Roe negligently and carelessly failed to provide proper care to their patient, Mr. Calderon, by failing to engage in his prompt and adequate examination, evaluation of symptoms, and care on a timely basis, so that they did not follow up on the signs and symptoms of cardiac deterioration.

111. 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 Mr. Calderon's condition and with his clinical signs, Mr. Paul Calderon Villamil was deprived of the opportunity to be promptly treated when time was of the essence and the Plaintiff, through the premature death of Mr. Calderon, was deprived of his companionship, camaraderie, support and love.

112. 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 Mr. Calderon's condition and with his clinical signs, Mr. Paul Calderon Villamil was deprived of the opportunity to be promptly treated when time was of the essence and Mr. Calderon, was caused physical, emotional damages, who's cause of action is inherited by Plaintiff.

113. 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 Mr. Calderon, as detailed herein.

114. As a direct and proximate cause of Co-Defendants John Doe and James Roe's negligence in failing to properly treat Mr. Calderon, Plaintiff and Mr. Paul Calderon Villamil sustained severe pain and suffering.

DAMAGES

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

116. Defendants' actions or omissions in prompt and aggressive treatment resulted in Paul's severe deterioration which led to increasing Paul and consequently, Plaintiff's suffering.

117. Patient Calderon Villamil was the father of Plaintiff CYCC, whom he loved dearly.

118. Plaintiff CYCC and Paul Calderon, when not visiting each other, they would keep in touch through Skype, WhatsApp, and would even play games on the internet.

119. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Plaintiff unnecessarily and prematurely lost his beloved father Paul.

120. As a result of the professional negligence, lack of expertise, fault, and malpractice of all Co-Defendants, Patient Calderon Villamil lived through the extraordinary pain and suffering at **CMC** and subsequently at the VA hospital.

121. With his father's death, Plaintiff, at a very young age, lost a lifelong source of love, comfort and advice.

122. Plaintiff has suffered dearly the unnecessary loss of his father, with whom he will not be able to share any more special moments for the rest of his life.

123. Plaintiff's quality of life has been severely and permanently eviscerated as a result of his father's death and is terribly sad and now worried about his own death.

124. Plaintiff was very close to his father and has lost his company, counsel and love for the rest of his life.

125. As a direct and proximate result of the negligence of all Defendants, Plaintiff will continue to suffer the irreparable loss of his father and his quality of life will continue to be severely affected for the rest of his life.

126. As a direct and proximate result of the negligence of all Defendants, Plaintiff have a sense of frustration and a deep pain that affects him daily, knowing that his father's death was preventable.

127. As Patient Calderon's heir, Plaintiff CYCC inherits his father's cause of action for the pain and suffering he experienced during his treatment at CMC and VAHSJ which led to his premature death.

128. The acts and omissions of the Defendants have caused Plaintiff **CYCC'S** a terrible loss, intense, emotional pain and suffering, terrible sadness, frustration and a grave sense of injustice equal to a sum not less than **ONE MILLION DOLLARS (\$1,000,000.00)**.

129. The acts and omissions of the Defendants have caused Plaintiff **CYCC** a loss of economic support calculated at no less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** Patient Calderon Villamil's physical and emotional pain and suffering, which is inherited by Plaintiff **CYCC**, as representative of his heirs, and has a reasonable value of no less than **ONE MILLION DOLLARS (\$1,000,000.00)**.

130. The total damages suffered by Plaintiff and those suffered by his father, inherited in turn by Plaintiff, have a reasonable value in excess of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00)** including, but not limited to, Plaintiff's own past,

present, and future mental and emotional pain and suffering, economic damages, as well as the inherited pain and suffering experienced by his father as described above.

TRIAL BY JURY DEMANDED

131. 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 **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00)**, as well as costs incurred, reasonable attorneys' fees, and such other and further relief as this Honorable Court may deem just and proper under the law.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on this 15th day of May 2020.

CERTIFICATE OF SERVICE: I certify that on this same that I electronically filed the foregoing with the Clerk of the Court using CM/ECF system, which will automatically send notice of such filing to all attorneys of record.

INDIANO & WILLIAMS, P.S.C.

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