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IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 11-23138 CA - 4

FLORIDA BAR NO.: 283886

ELIA AGUILAR,

Plaintiff,

vs.

INFUPHARMA, LLC, a Florida
limited liability company,
SOUTH FLORIDA EYE ASSOCIATES, P.A.,
A Florida corporation,
MICHEL RIZO and NATALIA VILLATE, M.D.

Defendants.

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COMPLAINT

ALLEGATIONS AS TO ALL COUNTS

1. That this is an action for damages in excess of the minimum jurisdictional requirements of the above entitled Court.
2. That at all times material hereto, INFUPHARMA, LLC, was a Florida limited liability company authorized to do and doing business in Miami-Dade County, Florida.
3. That at all times material hereto, MICHEL RIZO was an officer, director, employee, representative, agent and/or borrowed servant of INFUPHARMA, LLC and was a pharmacist licensed to practice pharmacy in the State of Florida.

4. That at all times material hereto, SOUTH FLORIDA EYE ASSOCIATES, P.A. was a Florida corporation authorized to do and doing business in Miami-Dade, Florida.
5. That at all times material hereto, NATALIA VILLATE was a medical doctor authorized to practice medicine in the State of Florida who herself out to be a specialist in the area of ophthalmology.
6. That at all times material hereto, NATALIA VILLATE, M.D. was an employee, representative, agent and/or borrowed servant of SOUTH FLORIDA EYE ASSOCIATES, P.A. who was acting within the actual and/or apparent course and scope of her employment and/or agency relationship with SOUTH FLORIDA EYE ASSOCIATES, P.A.
7. That on or about July 8, 2011, the Defendant, NATALIA VILLATE, M.D., performed ocular injection of medications including, but not limited to, Avastin into the Plaintiff's eye and that said medication(s) was formulated, distributed and sold to her by the co-defendants, MICHEL RIZO and/or INFUPHARMA, LLC.
8. That the aforesaid medication(s) was defective, contaminated and otherwise unfit for introduction into the human body and that said introduction into the human body caused or contributed substantially to causing ocular injury and/or blindness to the Plaintiff. Further, the said medication was not sterile, but was contaminated with Streptococcus and/or other contaminants and that the Streptococcus was injected into Plaintiff's eye.
9. That at all times material hereto, Plaintiff(s) was within the class and

category of persons who could be expected to purchase, consume and/or use the aforesaid medication(s) and who would reasonably be expected to be within the zone of danger in their purchase, consumption and use of the aforesaid medication(s).

COUNT I

STRICT LIABILITY CLAIM AGAINST INFUPHARMA, LLC

10. Plaintiff realleges, readopts and reaffirms each and every allegation set forth in paragraphs 1-9 as if expressly set forth herein.
11. That at all times material hereto, Defendant, INFUPHARMA, LLC, was involved in the business of formulating, designing, planning, inspecting, testing, manufacturing, advertising, maintaining, marketing, distributing and selling pharmaceutical products, including the subject Avastin. The subject product was defectively designed, handled, stored, planned, inspected, tested, manufactured, formulated, advertised, maintained, marketed, distributed and sold by INFUPHARMA, LLC and the defective condition rendered the product unreasonably dangerous to Plaintiff, ELIA AGUILAR, a foreseeable user of the subject product.
12. The subject product was not changed or altered in any material respect from the time that it left the possession of INFUPHARMA, LLC until the time and place of the incident described above, and was in substantially in the same condition at the time it was injected into ELIA AGUILAR's eye as when it left Defendants' possession and control.
13. That the time and place of the subject incident, the subject product and its component parts were contaminated, defective, unreasonably

dangerous, and unsafe for foreseeable users such as Plaintiff, ELIA AGUILAR, and the subject product was compromised of components and materials which were unsafe and contaminated. Furthermore, INFUPHARMA, LLC failed to warn and instruct distributors, consumers and ultimate users, including Plaintiff, ELIA AGUILAR, concerning said contamination and hazards, and the fact that said contamination and hazards could cause a product used in its intended manner to create a dangerous condition and cause serious injuries of the nature sustained by Plaintiff, ELIA AGUILAR, in the subject incident. The contamination and hazards of the subject product were not known to Plaintiff, ELIA AGUILAR, and were not discoverable through reasonable inspection.

14. That as a direct and proximate result of INFUPHARMA, LLC's, actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT II

STRICT LIABILITY CLAIM AGAINST MICHEL RIZO

15. Plaintiff realleges, readopt and reaffirm each and every allegation set forth in paragraphs 1-9 as if expressly set forth herein.
16. That at all times material hereto, Defendant, MICHEL RIZO, was involved in the business of formulating, designing, planning, inspecting, testing, manufacturing, advertising, maintaining, marketing, distributing and selling pharmaceutical products, including the subject Avastin. The subject product was defectively designed, handled, stored, planned, inspected, tested, manufactured, formulated, advertised, maintained, marketed, distributed and sold by INFUPHARMA, LLC and the defective condition rendered the product unreasonably dangerous to Plaintiff, ELIA AGUILAR, a foreseeable user of the subject product.
17. The subject product was not changed or altered in any material respect from the time that it left the possession of INFUPHARMA, LLC until the time and place of the incident described above, and was in substantially in the same condition at the time it was injected into ELIA AGUILAR's eye as when it left Defendants' possession and control.
18. That the time and place of the subject incident, the subject product and its component parts were contaminated, defective, unreasonably dangerous, and unsafe for foreseeable users such as Plaintiff, ELIA AGUILAR, and the subject product was compromised of components and materials which were unsafe and contaminated. Furthermore, MICHEL

RIZO failed to warn and instruct distributors, consumers and ultimate users, including Plaintiff, ELIA AGUILAR, concerning said contamination and hazards, and the fact that said contamination and hazards could cause a product used in its intended manner to create a dangerous condition and cause serious injuries of the nature sustained by Plaintiff, ELIA AGUILAR, in the subject incident. The contamination and hazards of the subject product were not known to Plaintiff, ELIA AGUILAR, and were not discoverable through reasonable inspection.

19. That as a direct and proximate result of MICHEL RIZO's, actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT III

STRICT LIABILITY CLAIM AGAINST NATALIA VILLATE, M.D.

20. Plaintiff realleges, readopts and reaffirms each and every allegation set forth in paragraphs 1-9 as if expressly set forth herein..
21. That at all times material hereto, Defendant, NATALIA VILLATE, M.D., was involved in the business marketing, distributing and selling pharmaceutical

products, including the subject Avastin. The subject product was defectively designed, handled, stored, planned, inspected, tested, manufactured, formulated, advertised, maintained, marketed, distributed and sold by NATALIA VILLATE, M.D. and the defective condition rendered the product unreasonably dangerous to Plaintiff, ELIA AGUILAR, a foreseeable user of the subject product.

22. The subject product was not changed or altered in any material respect from the time that it left the possession of NATALIA VILLATE, M.D. until the time and place of the incident described above, and was in substantially in the same condition at the time it was injected into ELIA AGUILAR's eye as when it left Defendants' possession and control.

23. That the time and place of the subject incident, the subject product and its component parts were contaminated, defective, unreasonably dangerous, and unsafe for foreseeable users such as Plaintiff, ELIA AGUILAR, and the subject product was compromised of components and materials which were unsafe and contaminated. Furthermore, NATALIA VILLATE, M.D. failed to warn and instruct distributors, consumers and ultimate users, including Plaintiff, ELIA AGUILAR, concerning said contamination and hazards, and the fact that said contamination and hazards could cause a product used in its intended manner to create a dangerous condition and cause serious injuries of the nature sustained by Plaintiff, ELIA AGUILAR, in the subject incident. The contamination and hazards of the subject product were not known to Plaintiff, ELIA AGUILAR, and were not discoverable through reasonable inspection.

24. That as a direct and proximate result of NATALIA VILLATE, M.D.'s, actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT IV

STRICT LIABILITY CLAIM AGAINST SOUTH FLORIDA EYE ASSOCIATES, P.A.

25. Plaintiff realleges, readopts and reaffirms each and every allegation set forth in paragraphs 1-9 as if expressly set forth herein.
26. That the Defendant, SOUTH FLORIDA EYE ASSOCIATES, P.A. is vicariously liable for any strict liability and/or negligence of the co-defendant, NATALIA VILLATE, M.D.
27. That at all times material hereto, Defendant, SOUTH FLORIDA EYE ASSOCIATES, P.A., was involved in the business marketing, distributing and selling pharmaceutical products, including the subject Avastin. The subject product was defectively designed, handled, stored, planned, inspected, tested, manufactured, formulated, advertised, maintained, marketed, distributed and sold by NATALIA VILLATE, M.D. and the

defective condition rendered the product unreasonably dangerous to Plaintiff, ELIA AGUILAR, a foreseeable user of the subject product.

28. The subject product was not changed or altered in any material respect from the time that it left the possession of SOUTH FLORIDA EYE ASSOCIATES, P.A, until the time and place of the incident described above, and was in substantially in the same condition at the time it was injected into ELIA AGUILAR's eye as when it left Defendants' possession and control.

29. That as a direct and proximate result of SOUTH FLORIDA EYE ASSOCIATES, P.A., actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment, loss of earnings and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT V

BREACH OF WARRANTY CLAIM AGAINST INFUPHARMA, LLC

30. Plaintiff realleges, readopts and reaffirms each and every allegation contained in paragraphs 1-9 as if expressly set forth herein.

31. That at all times material hereto, Defendant, INFUPHARMA, LLC, expressly and impliedly warranted the subject medication and its components for design, formulating, fitness, use and merchantability.
32. That all times material hereto, Defendant, INFUPHARMA, LLC owed a duty to the general public and to Plaintiff, ELIA AGUILAR, in particular, to exercise reasonable care for their safety. At all times material hereto, it was reasonably foreseeable that Plaintiff, ELIA AGUILAR, a foreseeable user of the subject product, could be injured in a way such as the one involved herein, if Defendant, INFUPHARMA, LLC, did not exercise reasonable care in designing, planning, storing, handling, inspecting, testing, manufacturing, assembling, maintaining, marketing, distributing, and selling such medications.
33. The subject medication was not changed or altered in any material respect from the time that it was planned, inspected, tested, manufactured, advertised, maintained, marketed and sold by INFUPHARMA, LLC, to the time and place of the incident described above, and was in substantially the same condition at the time of the incident as when it left INFUPHARMA, LLC's possession and control.
34. That at the time and place of the subject incident, distribution and sale by INFUPHARMA, LLC, the subject medication and its component parts were contaminated, unreasonably dangerous, and unsafe for foreseeable users such as ELIA AGUILAR, and the subject medication was made of inferior components, materials and was otherwise contaminated. Furthermore, INFUPHARMA, LLC failed to warn and instruct distributors,

consumers, and ultimate users, including ELIA AGUILAR, concerning said defects and hazards and the fact that said defects and hazards could cause and create a dangerous condition and cause serious injuries of the nature sustained by ELIA AGUILAR in the subject incident. The defects and hazards of the subject medication were not known to ELIA AGUILAR, and were not discoverable through reasonable inspection.

35. That as a direct and proximate result of INFUPHARMA, LLC, actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT VI

BREACH OF WARRANTY CLAIM AGAINST MICHEL RIZO

36. Plaintiff realleges, readopts and reaffirms each and every allegation contained in paragraphs 1-9 as if expressly set forth herein.
37. That at all times material hereto, Defendant, MICHEL RIZO expressly and impliedly warranted the subject medication and its components for design, formulating, fitness, use and merchantability.

38. That all times material hereto, Defendant, MICHEL RIZO owed a duty to the general public and to Plaintiff, ELIA AGUILAR, in particular, to exercise reasonable care for their safety. At all times material hereto, it was reasonably foreseeable that Plaintiff, ELIA AGUILAR, a foreseeable user of the subject product, could be injured in a way such as the one involved herein, if Defendant, MICHEL RIZO did not exercise reasonable care in designing, planning, storing, handling, inspecting, testing, manufacturing, assembling, maintaining, marketing, distributing, and selling such medications.
39. The subject medication was not changed or altered in any material respect from the time that it was planned, inspected, tested, manufactured, advertised, maintained, marketed and sold by MICHEL RIZO and/or INFUPHARMA, LLC, to the time and place of the incident described above, and was in substantially the same condition at the time of the incident as when it left MICHEL RIZO and/or INFUPHARMA, LLC's possession and control.
40. That at the time and place of the subject incident, distribution and sale by MICHEL RIZO and/or INFUPHARMA, LLC, the subject medication and its component parts were defective, contaminated, unreasonably dangerous, and unsafe for foreseeable users such as ELIA AGUILAR, and the subject medication was made of inferior components, materials and was otherwise contaminated. Furthermore, MICHEL RIZO and/or INFUPHARMA, LLC failed to warn and instruct distributors, consumers, and ultimate users, including ELIA AGUILAR, concerning said defects and

hazards and the fact that said defects and hazards could cause and create a dangerous condition and cause serious injuries of the nature sustained by ELIA AGUILAR in the subject incident. The defects and hazards of the subject medication were not known to ELIA AGUILAR, and were not discoverable through reasonable inspection.

41. That as a direct and proximate result of MICHEL RIZO's actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT VII

BREACH OF WARRANTY CLAIM AGAINST SOUTH FLORIDA EYE ASSOCIATES, P.A.

42. Plaintiff realleges, readopts and reaffirms each and every allegation contained in paragraphs 1-9 as if expressly set forth herein.
43. That at all times material hereto, Defendant, SOUTH FLORIDA EYE ASSOCIATES, P.A. expressly and impliedly warranted the subject medication and its components for purity, fitness, use and merchantability.

44. That all times material hereto, Defendant, SOUTH FLORIDA EYE ASSOCIATES, P.A. owed a duty to the general public and to Plaintiff, ELIA AGUILAR, in particular, to exercise reasonable care for their safety. At all times material hereto, it was reasonably foreseeable that Plaintiff, ELIA AGUILAR, a foreseeable user of the subject product, could be injured in a way such as the one involved herein, if Defendant, SOUTH FLORIDA EYE ASSOCIATES, P.A., did not exercise reasonable care in its inspection, formulation, sale and use of such medications.
45. That at the time and place of the subject incident, distribution and sale by SOUTH FLORIDA EYE ASSOCIATES, P.A., the subject medication and its component parts were defective, contaminated, unreasonably dangerous, and unsafe for foreseeable users such as ELIA AGUILAR, and the subject medication was made of inferior components, materials and was otherwise contaminated. Furthermore, SOUTH FLORIDA EYE ASSOCIATES, P.A. failed to warn and instruct distributors, consumers, and ultimate users, including ELIA AGUILAR, concerning said defects and hazards and the fact that said defects and hazards could cause and create a dangerous condition and cause serious injuries of the nature sustained by ELIA AGUILAR in the subject incident. The defects and hazards of the subject medication were not known to ELIA AGUILAR, and were not discoverable through reasonable inspection.
46. That as a direct and proximate result of SOUTH FLORIDA EYE ASSOCIATES, P.A., actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability,

disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment, and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT VIII

BREACH OF WARRANTY CLAIM AGAINST NATALIA VILLATE, M.D.

47. Plaintiff realleges, readopts and reaffirms each and every allegation contained in paragraphs 1-9 as if expressly set forth herein.
48. That at all times material hereto, Defendant, NATALIA VILLATE, M.D. expressly and impliedly warranted the subject medication and its components for purity, fitness, use and merchantability.
49. That all times material hereto, Defendant, NATALIA VILLATE, M.D. owed a duty to the general public and to Plaintiff, ELIA AGUILAR, in particular, to exercise reasonable care for their safety.
50. That at all times material hereto, it was reasonably foreseeable that Plaintiff, ELIA AGUILAR, a foreseeable user of the subject product, could be injured in a way such as the one involved herein, if Defendant, NATALIA VILLATE, M.D., did not exercise reasonable care in inspecting, testing, storing, maintaining and selling such medications.
51. The subject medication was not changed or altered in any material respect from the time that it was designed, planned, inspected, tested,

manufactured, assembled, advertised, maintained, marketed and sold by NATALIA VILLATE, M.D. to the time and place of the incident described above, and was in substantially the same condition at the time of the incident as when it left NATALIA VILLATE, M.D.'s possession and control.

52. That the time and place of the subject incident, distribution, formulation, use and sale by NATALIA VILLATE, M.D., the subject medication and its component parts were defective, unreasonably dangerous, and unsafe for foreseeable users such as ELIA AGUILAR, and the subject medication was made of inferior components, materials and was of unsafe design. Furthermore, NATALIA VILLATE, M.D. failed to warn and instruct consumers, and ultimate users, including ELIA AGUILAR, prior to rendering care and treatment concerning said defects and hazards and the fact that said defects and hazards could cause the medication to malfunction and create a dangerous condition and cause serious injuries of the nature sustained by ELIA AGUILAR in the subject accident. The defects and hazards of the subject medication were not known to ELIA AGUILAR, and were not discoverable through reasonable inspection.

53. That as a direct and proximate result of NATALIA VILLATE, M.D.'s actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT IX

NEGLIGENCE CLAIM AGAINST INFUPHARMA, LLC

54. Plaintiff reallege, readopts and reaffirms each and every allegation contained in paragraphs 1-9 as if expressly set forth herein.
55. That the defendant had the duty to use reasonable care in its business practices and in its mode of operation relating to the manufacture, formulation, testing, handling, storing, inspection, distribution, warning, use and sale of the subject medication.
56. That the defendant breached its duty and was negligent in his business practices and mode of operation relating to the manufacture, formulation, testing, handling, storing, inspection, distribution, warning, use and sale of the subject medication including, but not limited to, Avastin.
57. That as a direct and proximate result of INFUPHARMA, LLC's actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT X

NEGLIGENCE CLAIM AGAINST MICHEL RIZO

58. Plaintiff realleges, readopts and reaffirms each and every allegation contained in paragraphs 1-9 as if expressly set forth herein.
59. That the defendant had the duty to use reasonable care in its business practices and in its mode of operation relating to the manufacture, formulation, testing, handling, storing, inspection, distribution, warning, use and sale of the subject medication.
60. That the defendant breached its duty and was negligent in his business practices and mode of operation relating to the manufacture, formulation, testing, handling, storing, inspection, distribution, warning, use and sale of the subject medication including, but not limited to, Avastin.
61. That as a direct and proximate result of MICHEL RIZO's actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

COUNT XII

NEGLIGENCE CLAIM AGAINST NATALIA VILLATE, M.D.

67. Plaintiff realleges, readopts and reaffirms each and every allegation contained in paragraphs 1-9 as if expressly set forth herein.
68. That the defendant had the duty to use reasonable care in its business practices and in its mode of operation relating to its selection of the supplier for the aforesaid medication, in its inspection and testing of the medication prior to providing care and treatment to the Plaintiff and/or in its manufacture, formulation, testing, handling, storing, inspection, distribution, warning, use and sale of the subject medication.
69. That the defendant breached its duty and was negligent in its business practices and mode of operation relating to its selection of the supplier for the aforesaid medication, in its inspection and testing of the medication prior to providing care and treatment to the Plaintiff and/or in its manufacture, formulation, testing, handling, storing, inspection,

distribution, warning, use and sale of the subject medication prior to providing care and treatment to the Plaintiff.

70. That as a direct and proximate result of NATALIA VILLATE, M.D.'s actions set forth above, Plaintiff, ELIA AGUILAR, suffered serious personal injury and has suffered resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, medical and nursing care and treatment and aggravation of a previously existing condition. The losses are permanent and continuing and Plaintiff, ELIA AGUILAR, will suffer the losses in the future.

WHEREFORE, Plaintiff demands compensatory damages against the Defendant, court costs, interest on paid pecuniary losses, and any other such relief as the Court deems proper and demands trial by jury.

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