

IN THE CIRCUIT COURT FOR THE  
11<sup>TH</sup> JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO.:

ESPERANZA CRUZ,

Plaintiff,

v.

ALVARO H. SKUPIN, M.D., MOTHER  
STEM INSTITUTE, INC., NANCY  
ALVAREZ, SOLCEMA LLC, DRA NANCY  
PRODUCTIONS, INC., and PSICOAXIS  
CORPORATION,

Defendant(s),

\_\_\_\_\_ /

**COMPLAINT FOR DAMAGES & DEMAND FOR JURY TRIAL**

The Plaintiff, ESPERANZA CRUZ sues Defendants ALVARO H. SKUPIN, M.D., MOTHER STEM INSTITUTE, Inc., NANCY ALVAREZ, SOLCEMA LLC, DRA NANCY PRODUCTIONS, INC., and PSICOAXIS CORPORATION, and alleges:

**JURISDICTIONAL STATEMENT AND IDENTIFICATION OF THE PARTIES**

1. This is an action for damages in excess of this Court's minimum jurisdictional limits, exclusive of interest and costs.
2. Venue is proper in Miami-Dade County, Florida, where one or more of the Defendants reside and the events giving rise to this lawsuit occurred.
3. Plaintiff Esperanza Cruz resides in Massachusetts.
4. Defendant Alvaro Skupin, M.D. is a Florida licensed physician, specializing in pulmonary diseases of the lung, who treated Esperanza Cruz.

5. Defendant Mother Stem Institute, Inc. is a Florida company with its principal place of business in Coral Gables, Florida.

6. Defendant Nancy Alvarez is an individual residing in Miami, Florida.

7. Defendant Solcema LLC is a Florida company with its principal place of business in Miami, Florida.

8. Defendant Dra Nancy Productions, Inc. is a Florida company with its principal place of business in Miami, Florida.

9. Defendant Psicoaxis Corporation is a Florida company with its principal place of business in Miami, Florida.

**COMPLIANCE WITH CONDITIONS PRECEDENT & FLA. STAT. § 766.106(2)**

10. Notice of Intention to Initiate Litigation against certain of the Defendants named in this Complaint was given and acknowledged in accordance with the requirements of Fla. Stat. § 766.106(2). The Plaintiff has complied with all the requirements of the Department of Health, Agency for Health Care Administration. A copy of this Complaint will be sent to that entity at the time it is filed. This action is properly brought within the statute of limitations. Any and all conditions precedent to the filing of this lawsuit have been complied with.

**CERTIFICATE OF COUNSEL**

11. Through counsel's signature below, it is hereby certified, pursuant to Florida Statute section 766.203, that counsel for the Plaintiff, before filing this action, made a reasonable investigation as permitted by the circumstances to determine that there are grounds for a good faith belief that there was negligence in the care and treatment of the Plaintiff, Esperanza Cruz. Such reasonable investigation has given rise to a good faith belief that grounds exist for an action against the named Defendants.

## FACTS GIVING RISE TO CAUSE OF ACTION

12. Defendants Alvaro Skupin, MD and Nancy Alvarez, a married couple, jointly operated at all relevant times a stem cell product and treatment business which they advertised as providing stem cell treatment with minimal risk for a myriad of serious diseases.

13. Defendants Skupin and Alvarez offered such stem cell products and treatments out of a clinic called Mother Stem Institute in Coral Gables, Florida.

14. Defendants Skupin and Alvarez promoted, advertised, and marketed the safety and effectiveness of the stem cell products and treatments offered at Mother Stem Institute through a variety of companies that run television, internet, and social media advertisements to induce potential patients/consumers to undergo stem cell therapy treatments at the clinic. These entities include Mother Stem Institute, Inc., Solcema LLC, Dra Nancy Productions, Inc., and Psicoaxis Corporation.

15. Defendant Skupin is a frequent guest of Defendant Alvarez's media productions promoting stem cell therapy to the public.

16. By on or about 2020, Esperanza Cruz, then a 71-year-old resident of Massachusetts, had been suffering from rheumatoid arthritis in her hands.

17. Ms. Cruz had been a follower of the Defendants for some time. She and her adult daughter had seen the Defendants' various media productions claiming that stem cell therapy was a safe and effective means of treating arthritis.

18. Based on Defendants' representations, Ms. Cruz, with the help of her adult children, began reading about the treatment promoted by them.

19. Ms. Cruz, with the help of her adult daughter, contacted the Defendants at the Mother Stem Institute's clinic in Coral Gables.

20. The Defendants charged a fee of \$7,500.00, which Ms. Cruz and her family paid.

21. On October 1, 2020, Ms. Cruz presented to Defendant Skupin at the Mother Stem Institute Clinic for stem cell therapy to both hands for ongoing rheumatoid arthritis.

22. Defendant Skupin drew 50 cc of blood from the antecubital vein and 50 cc adipose tissue by performing a liposuction procedure on Ms. Cruz's abdomen.

23. The blood and adipose tissue were then processed via the Defendants' "Stemprocell" protocol, rendering the stem cell product that would be injected into Ms. Cruz's wrists.

24. At the time of her visit to Mother Stem Institute's clinic, Ms. Cruz was also suffering from various eye conditions, including macular degeneration, cataracts, and narrow-angle glaucoma, of which she made the Defendants aware.

25. Based upon the Defendants' representation that their stem cell therapy was safe and effective, portions of the stem cell product were then injected into her eyes.

26. These eye injections, supposedly valued at \$3,500.00, were given free of charge as a courtesy from Defendant Alvarez.

27. Ms. Cruz then left the clinic with instructions to take an oral antibiotic and Tylenol as needed and to return in five months.

28. The following day, October 2, 2020, Ms. Cruz presented to Mother Stem Institute's clinic with intense pain in her left eye.

29. Defendant Skupin examined Ms. Cruz and instructed her to use a cold compress and an oral analgesic as needed.

30. Ms. Cruz traveled back to Massachusetts. Over the next few days, the pain in her left eye continued to worsen.

31. On October 8, 2020, Ms. Cruz presented to the emergency department at

Massachusetts General Hospital with severe pain and a dark visual obstruction in her left eye.

32. She was examined and found to have a subluxated lens with vitreous hemorrhage, hyphemia, and elevated intraocular pressure. Her visual acuity had degraded rapidly since the administration of the stem cell product.

33. Ms. Cruz has suffered permanent and irreversible damage and vision loss as a result of the Defendants' administration of the Defendants' stem cell product and treatment.

**COUNT 1  
MEDICAL NEGLIGENCE  
ALVARO SKUPIN, MD**

34. The Plaintiff adopts and realleges paragraphs 1 through 33 and further alleges:

35. Defendant Dr. Skupin is a licensed physician who held himself out to the public in general, and Mrs. Cruz in particular, as a health care provider capable of and who undertook the corresponding duty to Mrs. Cruz of providing medical care in accordance with that level of care and skill which, under the circumstances, is recognized as acceptable and appropriate by reasonably prudent similar health care providers.

36. Dr. Skupin breached this duty to Mrs. Cruz by, among other things, the following acts or failures to act:

- a. Negligently clearing Ms. Cruz to undergo Mother Stem Institute's stem cell therapy procedure to treat her macular degeneration, cataracts, or narrow-angle glaucoma;
- b. Negligently representing to Ms. Cruz that Mother Stem Institute's stem cell therapy was capable of treating the progression of macular degeneration, cataracts, or narrow-angle glaucoma;
- c. Negligently failing to warn Ms. Cruz of the serious and dangerous side effects and risk of injury of Mother Stem Institute's stem cell therapy;
- d. Negligently failing to obtain informed consent;
- e. Negligently going forward with this stem cell therapy without ensuring that the procedure was both safe and effective;

- f. Negligently exposing Ms. Cruz to a product that was manufactured without oversight or approval by the FDA;
- g. Negligently failing to appropriately treat Ms. Cruz's injury caused by the administration of the stem cell product;
- h. Negligently failing to refer Ms. Cruz to an ophthalmologist capable of treating the acute injury to her left eye; and
- i. Negligently treating her eyes when was not a licensed qualified Ophthalmologist.
- j. Other negligent failures as determined in discovery.

37. As a direct and proximate result of the negligence of Dr. Skupin, Ms. Cruz has suffered a significant permanent injury and the Plaintiff makes the below listed claims for damages.

**COUNT 2  
GENERAL NEGLIGENCE  
NANCY ALVAREZ**

38. The Plaintiff adopts and realleges paragraphs 1 through 33 and further alleges:

39. Defendant Alvarez advertised, promoted, and encouraged a medical procedure performed on Esperanza Cruz. She also oversaw, participated in, and was a partner alongside her spouse, in the management and operation of a clinic that administered stem cell treatments and the sale of the stem cell product as described above.

40. Defendant Alvarez therefore had a duty of reasonable care to Esperanza Cruz, which is the care that a reasonably careful person would use under like circumstances.

41. Notwithstanding this duty of care, Defendant Alvarez breached her duty of care to Esperanza Cruz by:

- a. Negligently promoting and exposing Ms. Cruz to a stem cell product that was unsafe and ineffective;
- b. Negligently overseeing the administration of a stem cell therapy treatment upon Ms. Cruz that was unsafe and ineffective; and

- c. Negligently promoting a stem cell procedure and treatment that has not been proven to be safe or effective.
- d. Other negligent failures as determined in discovery.

42. As a direct and proximate consequence of Defendant Alvarez's negligence, Plaintiff Esperanza Cruz suffered permanent damage, as described in detail below.

**COUNT 3  
BREACH OF EXPRESS WARRANTY  
ALVARO SKUPIN, M.D.,  
NANCY ALVAREZ,  
MOTHER STEM INSTITUTE,  
SOLCEMA LLC,  
DRA NANCY PRODUCTIONS, INC., &  
PSICOAXIS CORPORATION**

43. The Plaintiff adopts and realleges paragraphs 1 through 33 and further alleges:

44. The stem cell product developed, designed, tested, manufactured, inspected, distributed, marketed, promoted, sold, supplied, and otherwise released into the stream of commerce by the above-listed Defendants was defective because it did not conform to representations of fact made by the above-listed Defendants orally and in writing, through his employees and agents, in connection with the transaction on which Plaintiff Cruz relied in the use of the product.

45. The above-listed Defendants represented the fact that the product was capable of treating, reversing and stopping the progression of macular degeneration, cataracts, and/or narrow-angle glaucoma.

46. Despite this representation of fact, no scientific evidence shows that the product provides any benefit for macular degeneration, cataracts, or narrow-angle glaucoma.

47. No peer-reviewed literature shows the product provides any benefit for macular degeneration, cataracts, or narrow-angle glaucoma.

48. The prevailing opinion in the scientific community is that the product cannot provide a benefit for macular degeneration, cataracts, or narrow-angle glaucoma.

49. Creating, designing, manufacturing, distributing, selling, and supplying a product with such an express promise to treat macular degeneration, cataracts, and/or narrow-angle glaucoma requires safeguards not taken by the above-listed Defendants and expertise not possessed by them.

50. The above-listed Defendants knew the product was not capable of reversing, treating or stopping the progression of macular degeneration, cataracts, or narrow-angle glaucoma but promoted the treatment as such without any evidence to support such promotion.

51. The above-listed Defendants received notice of the breach of warranty when he discovered the condition of Plaintiff Cruz's eye after receiving the product.

52. As a direct and proximate cause of the breach of express warranty alleged, Plaintiff Cruz sustained serious permanent damages as alleged in detail below.

**COUNT 4**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**ALVARO SKUPIN, M.D.,**  
**NANCY ALVAREZ,**  
**MOTHER STEM INSTITUTE,**  
**SOLCEMA LLC,**  
**DRA NANCY PRODUCTIONS, INC., &**  
**PSICOAXIS CORPORATION**

53. The Plaintiff adopts and realleges paragraphs 1 through 33 and further alleges:

54. The stem cell product was defective because it was not reasonably fit for both the uses intended and the uses reasonably foreseeable by the above-listed Defendants.

55. The product is not fit for use as a product for any purpose.



56. The product is not fit for the use intended by the above-listed Defendants. Namely, to give a therapeutic benefit and stop the progression of macular degeneration, cataracts, or narrow-angle glaucoma.

57. The product was defective for its intended and reasonably foreseeable uses.

58. Privity of contract exists between Plaintiff Cruz and the above-listed Defendants.

59. Plaintiff Cruz justifiably relied on the above-listed Defendants' representations about the product when agreeing to use the product to treat and stop the progression of her macular degeneration, cataracts, or narrow-angle glaucoma.

60. The above-listed Defendants received notice of the breach of warranty when he discovered the condition of Plaintiff Cruz's eye after receiving the product.

61. As a direct and proximate cause of the breach of implied warranty of merchantability alleged, Plaintiff Cruz sustained serious permanent damages as alleged in detail below.

**COUNT 5**  
**BREACH OF IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE**  
**ALVARO SKUPIN, M.D.,**  
**NANCY ALVAREZ,**  
**MOTHER STEM INSTITUTE,**  
**SOLCEMA LLC,**  
**DRA NANCY PRODUCTIONS, INC., &**  
**PSICOAXIS CORPORATION**

62. The Plaintiff adopts and realleges paragraphs 1 through 33 and further alleges:

63. The stem cell product was defective because it was not reasonably fit for the specific purpose for which the above-listed Defendants knowingly sold the product and for which, in reliance on the judgment of the above-listed Defendants the Plaintiff Esperanza Cruz bought the product.

64. The above-listed Defendants knowingly manufactured and sold the stem cell

product for the specific purpose of treating and stopping the progression macular degeneration, cataracts, or narrow-angle glaucoma.

65. Privity of contract exists between Plaintiff Esperanza Cruz and the above-listed Defendants.

66. The product did not treat or stop the progression of macular degeneration, cataracts, or narrow-angle glaucoma, nor was it approved for any such use.

67. The above-listed Defendants received notice of the breach of warranty when he discovered the condition of Esperanza Cruz's eye after receiving the product.

68. As a direct and proximate cause of the breach of implied warranty of fitness for a particular purpose alleged, Esperanza Cruz sustained serious permanent damages as alleged in detail below.

**COUNT 6  
STRICT LIABILITY: MANUFACTURING DEFECT  
ALVARO SKUPIN, M.D.,  
NANCY ALVAREZ,  
MOTHER STEM INSTITUTE,  
SOLCEMA LLC,  
DRA NANCY PRODUCTIONS, INC., &  
PSICOAXIS CORPORATION**

69. The Plaintiff adopts and realleges paragraphs 1 through 33 and further alleges:

70. The above-listed Defendants researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the stem cellproduct, and directly advertised or marketed the product to Esperanza Cruz, and therefore had a duty to create a product that was not defective.

71. The product created, designed, manufactured, distributed, sold, and/or supplied by Defendant Skupin was defective because of a manufacturing defect.

72. The product reached Esperanza Cruz in a condition unreasonably dangerous to

Esperanza Cruz.

73. The product reached Esperanza Cruz without substantial change affecting its condition.

74. The product was unreasonably dangerous because of a manufacturing defect.

75. The above-listed Defendants' defective product directly and proximately caused Esperanza Cruz serious permanent damage, as alleged in detail below.

**COUNT 7**  
**STRICT LIABILITY: DESIGN DEFECT**  
**ALVARO SKUPIN, M.D.,**  
**NANCY ALVAREZ,**  
**MOTHER STEM INSTITUTE,**  
**SOLCEMA LLC,**  
**DRA NANCY PRODUCTIONS, INC., &**  
**PSICOAXIS CORPORATION**

76. The Plaintiff adopts and realleges paragraphs 1 through 33 and further alleges:

77. The above-listed Defendants researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the stem cell product to Esperanza Cruz, and therefore had a duty to create a product that was not defective.

78. The product is defective because it was in a condition unreasonably dangerous to Esperanza Cruz when created, designed, manufactured, distributed, sold, and/or supplied by Defendant Skupin.

79. The product reached Esperanza Cruz without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by Defendant Skupin.

80. The product had a design defect because it failed to perform as safely as an ordinary consumer would expect when used as intended, causing permanent damage to Esperanza Cruz.

81. The product's risk of danger in the design outweighs the non-existent benefits of a therapy with no evidence of therapeutic value to a reasonable degree of scientific certainty.

82. The above-listed Defendants, through this defective product, directly and proximately caused Esperanza Cruz serious permanent damage, as alleged in detail below.

**COUNT 8**  
**STRICT LIABILITY: FAILURE TO WARN**  
**ALVARO SKUPIN, M.D.,**  
**NANCY ALVAREZ,**  
**MOTHER STEM INSTITUTE,**  
**SOLCEMA LLC,**  
**DRA NANCY PRODUCTIONS, INC., &**  
**PSICOAXIS CORPORATION**

83. The Plaintiff adopts and realleges paragraphs 1 through 33 and further alleges:

84. The above-listed Defendants researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the product, and directly advertised or marketed the stem cell product to Esperanza Cruz, and therefore had a duty to warn of the risks associated with the use of the product.

85. The product was under the control of the above-listed Defendants and was unaccompanied by appropriate warnings regarding the risk of severe ocular injuries. No warnings accurately reflect the risk, incidence, symptoms, scope, or severity of such injuries to Esperanza Cruz.

86. The above-listed Defendants downplayed the serious and dangerous side effects of the product to encourage sale of the product.

87. The product was defective and unreasonably dangerous when it left the possession of the above-listed Defendants in that it contained warnings insufficient to alert Esperanza Cruz to the dangerous risks and reactions associated with it, including, but not limited to severe ocular

injuries. The particular risks were known, or knowable in light of the generally recognized and prevailing best scientific and medical knowledge available at the time of manufacture and distribution.

88. Even though the above-listed Defendants knew or should have known of the risks and reactions associated with the product, they still failed to provide warnings that accurately reflected the signs, symptoms, incident, scope, or severity of the risks associated with the product.

89. The product reached Esperanza Cruz without substantial change affecting that condition after creation, design, manufacture, distribution, sale, and/or supply by the above-listed Defendants.

90. The product was defective because the foreseeable risks of harm from the product could have been avoided by the above-listed Defendants by providing reasonable instructions or warnings about the high likelihood of adverse events such as blindness, pain, and damage to the eye via the compounded product and the failure to provide those instructions or warnings makes the product unreasonably dangerous.

91. Plaintiff Esperanza Cruz used the product in the manner as indicated by the above-listed Defendants.

92. The Plaintiff did not have the same knowledge as the above-listed Defendants and no adequate warning was communicated to her.

93. As a direct and proximate consequence of the above-listed Defendants' actions, omissions, and misrepresentations, plaintiff Esperanza Cruz suffered permanent damage, as described in detail below.

**COUNT 9**  
**NEGLIGENCE: PRODUCTS LIABILITY**  
**ALVARO SKUPIN, M.D.,**  
**NANCY ALVAREZ,**  
**MOTHER STEM INSTITUTE,**  
**SOLCEMA LLC,**  
**DRA NANCY PRODUCTIONS, INC., &**  
**PSICOAXIS CORPORATION**

94. The Plaintiff adopts and realleges paragraphs 1 through 33 and further alleges:

95. The above-listed Defendants researched, developed, designed, tested, manufactured, inspected, labeled, distributed, marketed, promoted, sold, and/or otherwise released into the stream of commerce the stem cell product, and directly advertised or marketed the product to Esperanza Cruz, and therefore had a duty of reasonable care to Esperanza Cruz, which is the care that a reasonably careful designer, manufacturer, seller, importer, distributor, and or/ supplier would use under like circumstances.

96. Notwithstanding this duty of care, the above-listed Defendants breached their duty of care to Esperanza Cruz in the following ways:

- a. Negligently failing to warn Esperanza Cruz of the serious and dangerous side effects of the product to encourage sales of the product;
- b. Negligently failing to warn Esperanza Cruz of the risk, incidence, symptoms, scope, or severity of the injuries produced by the product to Esperanza Cruz.
- c. Negligently failing to provide reasonable instructions and warnings about the high likelihood of adverse events such as blindness, pain, and eye damage to Esperanza Cruz;
- d. Negligently exposing Esperanza Cruz to a product that was manufactured without oversight or approval by the FDA;
- e. Negligently failing to advise of prior patients who had been blinded as a direct result of th stem cell procedure;
- f. Other negligent failures as determined in discovery.

97. As a direct and proximate consequence of the above-listed Defendants' actions, omissions, and misrepresentations, Plaintiff Esperanza Cruz suffered permanent damage, as described in detail below.

**COUNT 10**  
**VICARIOUS LIABILITY FOR ACTS OF ALVARO SKUPIN, M.D.**  
**MOTHER STEM INSTITUTE, INC.**

98. The Plaintiff adopts and realleges paragraphs 1 through 33, and further alleges:

99. At all times material to this cause of action, Defendant Skupin was the principal, agent, servant, or employee of Mother Stem Institute, Inc. and was acting within the course and scope of his employment or agency and under its control.

100. Therefore, Defendant Mother Stem Institute, Inc. is vicariously liable for the negligence and other wrongful conduct of Defendant Skupin as set forth in the Counts alleged above.

**COUNT 11**  
**VICARIOUS LIABILITY FOR ACTS OF ALVARO SKUPIN, M.D.**  
**SOLCEMA LLC**

101. The Plaintiff adopts and realleges paragraphs 1 through 33, and further alleges:

102. At all times material to this cause of action, Defendant Skupin was the principal, agent, servant, or employee of Solcema LLC and was acting within the course and scope of his employment or agency and under its control.

103. Therefore, Defendant Solcema LLC is vicariously liable for the negligence and other wrongful conduct of Defendant Skupin as set forth in the Counts alleged above.

**COUNT 12**  
**VICARIOUS LIABILITY FOR ACTS OF ALVARO SKUPIN, M.D.**  
**DRA NANCY PRODUCTIONS, INC.**

104. The Plaintiff adopts and realleges paragraphs 1 through 33, and further alleges:

105. At all times material to this cause of action, Defendant Skupin was the principal,

agent, servant, or employee of Dra Nancy Productions, Inc. and was acting within the course and scope of his employment or agency and under its control.

106. Therefore, Defendant Dra Nancy Productions, Inc. is vicariously liable for the negligence and other wrongful conduct of Defendant Skupin as set forth in the Counts alleged above.

**COUNT 13**  
**VICARIOUS LIABILITY FOR ACTS OF ALVARO SKUPIN, M.D.**  
**PSICOAXIS CORPORATION**

107. The Plaintiff adopts and realleges paragraphs 1 through 33, and further alleges:

108. At all times material to this cause of action, Defendant Skupin was the principal, agent, servant, or employee of Psicoaxis Corporation and was acting within the course and scope of his employment or agency and under its control.

109. Therefore, Defendant Psicoaxis Corporation is vicariously liable for the negligence and other wrongful conduct of Defendant Skupin as set forth in the Counts alleged above.

**COUNT 14**  
**VICARIOUS LIABILITY FOR ACTS OF NANCY ALVAREZ**  
**MOTHER STEM INSTITUTE, INC.**

110. The Plaintiff adopts and realleges paragraphs 1 through 33, and further alleges:

111. At all times material to this cause of action, Defendant Alvarez was the principal, agent, servant, or employee of Mother Stem Institute, Inc. and was acting within the course and scope of her employment or agency and under its control.

112. Therefore, Defendant Mother Stem Institute, Inc. is vicariously liable for the negligence and other wrongful conduct of Defendant Alvarez as set forth in the Counts alleged, above.



**COUNT 15**  
**VICARIOUS LIABILITY FOR ACTS OF NANCY ALVAREZ**  
**SOLCEMA LLC**

113. The Plaintiff adopts and realleges paragraphs 1 through 33, and further alleges:

114. At all times material to this cause of action, Defendant Alvarez was the principal, agent, servant, or employee of Solcema LLC and was acting within the course and scope of her employment or agency and under its control.

115. Therefore, Defendant Solcema LLC is vicariously liable for the negligence and other wrongful conduct of Defendant Alvarez as set forth in the Counts alleged above.

**COUNT 16**  
**VICARIOUS LIABILITY FOR ACTS OF NANCY ALVAREZ**  
**DRA NANCY PRODUCTIONS, INC.**

116. The Plaintiff adopts and realleges paragraphs 1 through 33, and further alleges:

117. At all times material to this cause of action, Defendant Alvarez was the principal, agent, servant, or employee of Dra Nancy Productions, Inc. and was acting within the course and scope of her employment or agency and under its control.

118. Therefore, Defendant Dra Nancy Productions, Inc. is vicariously liable for the negligence and other wrongful conduct of Defendant Alvarez as set forth in the Counts alleged above.

**COUNT 17**  
**VICARIOUS LIABILITY FOR ACTS OF NANCY ALVAREZ**  
**PSICOAXIS CORPORATION**

119. The Plaintiff adopts and realleges paragraphs 1 through 33, and further alleges:

120. At all times material to this cause of action, Defendant Alvarez was the principal, agent, servant, or employee of Psicoaxis Corporation and was acting within the course and scope of her employment or agency and under its control.

121. Therefore, Defendant Psicoaxis Corporation is vicariously liable for the negligence and other wrongful conduct of Defendant Alvarez as set forth in the Counts alleged above.

**DAMAGES CLAIMED BY ESPERANZA CRUZ**

122. The Plaintiff Esperanza Cruz, as a direct and proximate result of the acts and omissions of the Defendants alleged above, has in the past and will in the future continue to suffer the following damages:

- a. Bodily injury;
- b. Pain and suffering;
- c. Disability;
- d. Disfigurement;
- e. Loss of the capacity for the enjoyment of life;
- f. Aggravation of pre-existing conditions;
- g. Medical and hospital care and expenses;
- h. Loss of earnings;
- i. Loss of earning capacity in the future;
- j. Rehabilitation expenses;
- k. Mental distress;
- l. contract damages; and
- m. warranty damages.

WHEREFORE, Plaintiff Esperanza Cruz demands judgment against the Defendants for damages in an amount in excess of the jurisdictional limits of this Court exclusive of interest and costs, and all such other relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

The Plaintiff demands trial by jury of all issues triable as of right.

Dated this 16<sup>th</sup> day of November 2021.

**GROSSMAN ROTH YAFFA COHEN, P.A.**

*Counsel for Plaintiff*

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