

CLERK, PLEASE DATE STAMP AND RETURN

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

**VERA DELGADO, as parent and natural
guardian of MARIO VIERA, a minor,**

GENERAL JURISDICTION DIVISION

CASE NO.

10-49681 CA 05

Plaintiff,

vs.

**MARY JEAN PAZOS, M.D. and SOUTH
MIAMI HOSPITAL, INC.**

Defendants.



COMPLAINT

Plaintiff, **VERA DELGADO**, as parent and natural guardian of **MARIO VIERA**, a minor, by and through undersigned counsel, sue the Defendants, **MARY JEAN PAZOS, M.D. and SOUTH MIAMI HOSPITAL**, and would allege as follows:

1. This is an action for personal injury damages, with damages in excess of the minimum jurisdictional limits of this Honorable Court, to-wit: Fifteen Thousand and no/100 (\$15,000.00) Dollars, exclusive of costs and interest.
2. At all times material to hereto, the Plaintiff, **VERA DELGADO**, was and is a resident of Miami-Dade County, Florida, and is the parent and natural guardian of Plaintiff, **MARIO VIERA**, a **minor**, is otherwise *sui juris*.
3. Plaintiff, **MARIO VIERA**, is the minor child of Plaintiff, **VERA DELGADO**, and is a resident of Miami-Dade County, Florida.
4. At all times material hereto, Defendant, **MARY JEAN PAZOS, M.D.**, individually and/or as an agent, apparent agent or employee of herself, was and is a licensed medical doctor under the laws of the State of Florida, authorized to provide health care services to individuals such as the Plaintiff, **MARIO VIERA**, a **minor**, in Miami-Dade County, Florida.

5. At all time material hereto, Defendant, **SOUTH MIAMI HOSPITAL, INC.**, was and is a licensed hospital under the laws of the State of Florida, authorized to provide health care services to individuals such as Plaintiff, **MARIO VIERA, a minor**, in Miami-Dade County, Florida

FACTS

6. At all times material to this Complaint, the Defendants had the responsibility to provide medical care and treatment of the Plaintiff, **MARIO VIERA, a minor**.

7. On or about July 24, 2010 Plaintiff, **VERA DELGADO**, gave birth to **MARIO VIERA, a minor**, at **SOUTH MIAMI HOSPITAL, INC.** and admitted into its Neonatal Intensive Care Unit due to birth related complications.

8. Plaintiff, **VERA DELGADO**, as parent and natural guardian of **MARIO VIERA, a minor**, repeatedly informed Defendant, **SOUTH MIAMI HOSPITAL, INC.**, its staff and agents that she did not want or authorize the Plaintiff, **MARIO VIERA, a minor**, to be circumcised.

9. On or about August 2, 2010, while Plaintiff, **MARIO VIERA, a minor**, was still under the care of Defendant, **SOUTH MIAMI HOSPITAL, INC.'S**, Neonatal Intensive Care Unit, Defendants, **MARY JEAN PAZOS, M.D.**, nurses and agents of Defendant, **SOUTH MIAMI HOSPITAL, INC.**, and without consent performed an unauthorized amputation of the foreskin of his penis.

COUNT I – ASSAULT AND BATTERY BY MARY JEAN PAZOS, M.D.

Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 9 as though fully set forth herein.

10. On or about August 2, 2010, at the hospital operated by Defendant, **SOUTH MIAMI HOSPITAL, INC.**, the Defendant, **MARY JEAN PAZOS, M.D.**, with force and against the consent of Plaintiff, **VERA DELGADO**, as parent and natural guardian of **MARIO VIERA, a minor**, performed an unauthorized amputation of the foreskin of his penis.

11. The unauthorized amputation of the foreskin of his penis was committed by the Defendant, **MARY JEAN PAZOS, M.D.**, while she performed the medical procedure on the Plaintiff, **MARIO VIERA, A MINOR**, in furtherance of her duties as an employee, servant, staff member and/or agent of the Defendant **SOUTH MIAMI HOSPITAL, INC.**

12. As a result of these wrongful and malicious acts of Defendant, **MARY JEAN PAZOS, M.D.**, Plaintiff, **VERA DELGADO, as parent and natural guardian of MARIO VIERA, a minor**, has suffered greatly in mind and body and will continue to suffer damages.

WHEREFORE, Plaintiff, **VERA DELGADO, as parent and natural guardian of MARIO VIERA, a minor**, demands judgment for damages against the Defendant, **MARY JEAN PAZOS, M.D.**, and such other and further relief as this Court deems just and proper.

COUNT II – PREMISES LIABILITY AGAINST
SOUTH MIAMI HOSPITAL, INC.

Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 12 as though fully set forth herein.

13. On or about August 2, 2010, the Defendant, **SOUTH MIAMI HOSPITAL, INC.**, operated a hospital providing Neonatal care in Miami-Dade County, Florida.

14. On that date, Plaintiff, **MARIO VIERA, A MINOR**, was a patient at the hospital and therefore on the premises lawfully.

15. At all times relevant the Defendant, **SOUTH MIAMI HOSPITAL, INC.**, owed a duty to protect the Plaintiff, **MARIO VIERA, A MINOR**, and is responsible for any and all injuries sustained on its premises to patients in its care.

16. At all times material hereto, the Defendant, **SOUTH MIAMI HOSPITAL, INC.**, breached its duty by failing to warn Plaintiff, **MARIO VIERA, A MINOR**, or by allowing a dangerous condition on the premises, to-wit, their employee and/or agent Defendant, **MARY JEAN PAZOS, M.D.**, to perform an unauthorized surgical procedure without consent on Plaintiff, **MARIO VIERA, A MINOR**.

17. As a direct and proximate result of Defendant, **SOUTH MIAMI HOSPITAL, INC.'S**, negligence, Plaintiff, **MARIO VIERA, A MINOR**, suffered bodily injury that is permanent within a reasonable degree of medical probability and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff, **VERA DELGADO, as parent and natural guardian of MARIO VIERA, a minor**, demands judgment for damages against the Defendants **SOUTH MIAMI HOSPITAL, INC.**, and for such other and further relief as this Court deems just and proper.

COUNT III – NEGLIGENT HIRING, TRAINING, RETENTION AND SUPERVISION AGAINST DEFENDANT SOUTH MIAMI HOSPITAL, INC.

Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 17 as though fully set forth herein.

18. At all times relevant hereto the Defendant, **SOUTH MIAMI HOSPITAL, INC.**, did employ agents, employees, officers, staff, administrators, representatives, servants and maintenance personnel, and said Defendant, **SOUTH MIAMI HOSPITAL, INC.**, exercised jurisdiction and control over the procedures which said agents, employees, officers, staff administrators, representatives, servants and maintenance personal had the privilege to perform. Defendant, **SOUTH MIAMI HOSPITAL, INC.**, determined the qualifications and lack of qualifications of said personnel relating to those duties which were devised by said Defendant, **SOUTH MIAMI HOSPITAL, INC.**, for the agents, employees, officers, staff, administrators, representatives, servants and maintenance personnel.

19. At all times relevant, the Defendant, **SOUTH MIAMI HOSPITAL, INC.**, negligently hired, trained, supervised and/or retained its employee, servant, staff member or agent, who at the time of the incident herein were on staff to provide medical care and assistance to Plaintiff, **MARIO VIERA, a MINOR**.

20. That the Defendant, **MARY JEAN PAZOS, M.D.**, with the assistance of employees and agents of Defendant South MH performed an unauthorized surgical procedure on Plaintiff, **MARIO VIERA, A MINOR**, to wit: the amputation of the foreskin of his penis.

21. As a direct and proximate result of Defendant, **SOUTH MIAMI HOSPITAL, INC.'S**, negligence, Plaintiff, **MARIO VIERA, A MINOR**, suffered bodily injury that is permanent within a reasonable degree of medical probability and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff, **MARIO VIERA, A MINOR**, demands judgment for damages against the Defendant **SOUTH MIAMI HOSPITAL, INC.**, and for such other and further relief as this Court deems just and proper.

DATED: this 13th day of September 2010.

ARONFELD TRIAL LAWYERS

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