

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

FELIX GUERRERO
Plaintiff

Vs.

DR. CARLOS PLANELL, and his wife Jane Doe, and their legal marriage partnership; **DR. ISRAEL PLANELL**, and his wife Jane Roe and their legal marriage partnership; **ISRAEL CALDERON**, and his wife Mary Koe and their legal marriage partnership; Insurance Companies A, B and C
Defendants

Case number:

**DAMAGES AND
COLLECTION**

OF MONEYS

**JURY TRIAL IS HEREBY
DEMANDED**

COMPLAINT

COMES NOW the plaintiff, through the undersigned attorney, and to the Honorable Court, as his Complaint, does allege and pray as follows:

JURISDICTION AND VENUE

- 1) Jurisdiction arises out of 28 U.S. Code § 1332 (a), *et seq.*, inasmuch as the Plaintiff is a *bona fide* resident of Atlanta, Georgia and the Defendants, upon knowledge and belief, are residents of Puerto Rico.

- 2) Inasmuch as the majority of the salient facts alleged in this Complaint, occurred within the District of Puerto Rico, venue is proper therein.

THE PARTIES

- 3) Plaintiff Felix Guerrero is of legal age, married, a businessman and restaurateur and resident of Atlanta, Georgia since on or about 2012.
- 4) Co-defendant Dr. Carlos Planell is of legal age, married, a plastic surgeon licensed to practice medicine in Puerto Rico and North Carolina, and resident, upon information and belief, of San Juan, Puerto Rico, and professional office located at 315 Domenech Avenue, San Juan, Puerto Rico.
- 5) Co-defendant Dr. Israel Planell is of legal age, married upon information and belief, a dermatologist licensed to practice medicine in Puerto Rico, and resident, upon information and belief, of San Juan, Puerto Rico, and professional office located at 308 Domenech Avenue, San Juan, Puerto Rico.
- 6) Co-defendant Israel Calderón is of legal age, married upon information and belief, a Certified Executive Chef and Certified Culinary Administrator with the American Culinary Federation, and resident, upon information and belief, of San Juan, Puerto Rico.

- 7) Co-defendant insurance companies A, B, and C are companies which, at the time of occurrence of the facts narrated herein, had insurance policies in effect covering damages as the ones included in the averments of this Complaint.

The names of the companies are presently unknown but will be timely revealed when known.

- 8) Co-defendants Jane Doe, Jane Roe, and Mary Koe are fictitious names to identify the respective wives of co-defendants Dr. Carlos Planell, Dr. Israel Planell, and Israel Calderón. Their names are presently unknown but will be timely revealed when known.

THE FACTS

- A) Since the year 2005, plaintiff inaugurated in San Juan, Puerto Rico, a restaurant under the name of *Latitudes*. The restaurant became a big success since it was inaugurated.
- B) Co-defendant Dr. Carlos Planell turned into an assiduous customer and established a cordial and friendly relationship with plaintiff, including helicopter rides and participating in social activities.

- C) Following the *Latitudes*' success, plaintiff inaugurated in 2008, with new partner Ramón Acosta, a new restaurant venture under the name of *Kitchen*, also in Puerto Rico.
- D) Co-defendant Dr. Carlos Planell found out and insisted in becoming a partner with plaintiff. He proceeded to buy Acosta's partnership participation in the amount of \$10,000.00 but cautioned plaintiff about not including his name in any document.
- E) Co-defendant Carlos Planell's monetary investment in the partnership was always in cash, against personal receipts by the plaintiff.
- F) Plaintiff provided equipment, money, and labor as his partnership participation.
- G) Inasmuch as *Kitchen* proved to be not a successful venue, plaintiff decided not to invest any more money and, ultimately, in 2010, the operation was closed. Plaintiff could only recover equipment.
- H) Notwithstanding the negative business experience with *Kitchen*, Codefendant Carlos Planell and the plaintiff agreed to open yet another restaurant business venture by the name of *El Isleñito*.

- I) For the first time, differences arose between the partners in relation as to the moneys invested by Co-defendant Carlos Planell.
- J) On or about the same time *El Isleñito* was about to open to the public, Codefendant Carlos Planell demanded from plaintiff to install another restaurant business venture in a commercial locale belonging to Codefendant Dr. Israel Planell, also located in San Juan, Puerto Rico.
- K) Plaintiff was not amenable to the proposition but when Co-defendant Dr. Carlos Planell threatened not to finance *El Isleñito* any more, plaintiff reluctantly consented to the idea. Anyhow, Co-defendant Carlos Planell backed up in his promise to finance *El Isleñito* and the restaurant never opened to the public.
- L) Co-defendant Drs. Carlos Planell and Israel Planell offered to invest money in the new venture, as well as plaintiff with another partner. Plaintiff's participation was used to purchase necessary equipments and, in addition, he brought equipment from *Latitudes* and certain other from *Kitchen*.
- M) When neither of the two aforementioned co-defendants honored their promised economic participations, plaintiff, along with the other

partner, channeled money from yet another restaurant business endeavor, *La Atlántica*, in an effort to support the new restaurant, *Tonny's*.

- N) *Tonny's* eventually went under in 2014 and plaintiff and his partner lost, approximately, \$150,000.00, as well as their investment in *El Isleñito*, all directly caused by Drs. Carlos Planell and Israel Planell's lack of the agreed financial input to these business ventures.
- O) Thereafter, plaintiff decided to embark in yet another restaurant business endeavor, this time with a new partner, Co-defendant Israel Calderón.
- P) The new restaurant was to be located at Dr. Israel Planell's locale where *Tonny's* had been in business. The place was remodeled to attend the venture's new concept.
- Q) Plaintiff brought to the new locale equipment he owned from *Latitudes* as well as equipment from *Kitchen*. He also purchased other equipment using personal moneys.

- R) Co-defendant Israel Calderón was very enthusiastic with the restaurant's concept, and requested that his name be used to name the restaurant: Café Calderón.
- S) Neither Co-defendant Dr. Carlos Planell, nor his brother, Co-defendant Israel Planell, agreed to invest moneys in the new venture, and plaintiff had to, again, channel moneys from *La Atlántica* to finance the project.
- T) The opening of Café Calderón was delayed on account of lack of financial funds. Co-defendant Carlos Planell knew that plaintiff was having trouble financing the operation to be able to inaugurate it.
- U) As of November 2014, Co-defendant Dr. Carlos Planell initiated a premeditated and tortious campaign to discredit the plaintiff before Codefendant Israel Calderón, employees and even plaintiff's brother, Jorge Rubén.
- V) As a result of the above and a variety of misrepresentations by Co-defendant Carlos Planell, including an alleged Court case to embargo the equipments, Co-defendant Israel Calderón and the employees accepted Planell's job offer once he dislodged plaintiff from the Café Calderón's project.

- W) In light of all of the above, Co-defendant Calderón stepped out of his partnership with plaintiff and started a malicious campaign to discredit him before the employees at *La Atlántica*. Unbeknownst to Plaintiff, and against his wishes, Co-defendant Calderón surrendered the keys to the restaurant.
- X) The defendants took advantage of the fact that plaintiff moved to live to Atlanta, Georgia, and planned to unjustly appropriate the plaintiff's property and interest in Café Calderón.
- Y) Co-defendant Israel Calderón misappropriated funds and equipment from *La Atlántica* in order to divert them to Café Calderón.
- Z) As a result of all of the above, plaintiff has suffered, and will continue to suffer economic damages arising out of the defendants' unjust and illegal actions in the handling and administration of the business of *Café Calderón, El Isleñito, Tonny's* and *La Atlántica*.
- AA) Damages suffered by plaintiff, on account of all of the above, are computed in an amount no less than **ONE MILLION DOLLARS (\$1,000,000.00)**.

BB) As related above, co-defendants Dr. Carlos Planell, Dr. Israel Planell, and Israel Calderón are liable and responsible for the damages suffered by plaintiff as well as the Co-defendants Insurance companies for the insurance policies in effect.

CC) The co-defendants's wives are also responsible for their participation in their legal marriage partnerships with their respective spouses.

DD) Punitive damages are also demanded in the amount of **FIVE**

MILLION DOLLARS (\$5,000,000.00).

WHEREFORE, it is respectfully requested from the Honorable Court to enter judgment in favor of plaintiff and against the defendants in the total amount of **SIX MILLION DOLLARS (\$6,000,000.00)**, legal interest computed from the date the Judgment is entered, costs and expenses and a reasonable amount for legal fees.

JURY TRIAL IS HEREBY DEMANDED.

In San Juan, Puerto Rico, this 25th day of June, 2015

RESPECTFULLY SUBMITTED

/s/ José R. Franco Rivera

JOSE R. FRANCO-RIVERA/ USDC # 129014

P.O. Box 16834, San Juan, Puerto Rico 00907-6834

Tel. 787/407-7041; E mail address: jrf_law@hotmail.com