

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

SAUVENS CASTELLY, as Personal
Representative of the Estate of **EXILON
ETIENNE**, Deceased, and on behalf of the
Estate,

CIRCUIT CIVIL DIVISION: AG

CASE NO:

Plaintiff,

v.

**ROBERT CARIDA, M.D.; ROBERT V.
CARIDA, II, M.D., P.A.; ADAM EVANS, M.D.;
MICHAEL ZINCKGRAF, CRNA;
AMERICAN ANESTHESIOLOGY OF
FLORIDA, INC.; LUIS MORA, M.D.; AND
YOEL R. VIVAS, M.D., P.A. d/b/a THE
ARRHYTHMIA CENTER OF SOUTH
FLORIDA,**

Defendants.

/

COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL

The Plaintiff, SAUVENS CASTELLY, as Personal Representative of the Estate of Exilon Etienne, Deceased, and on behalf of the estate hereby sues Defendants, ROBERT CARIDA, M.D.; ROBERT V. CARIDA II, M.D., P.A.; ADAM EVANS, M.D.; MICHAEL ZINCKGRAF, CRNA; AMERICAN ANESTHESIOLOGY OF FLORIDA, INC.; LUIS MORA, M.D.; and YOEL R. VIVAS, M.D., P.A. d/b/a THE ARRHYTHMIA CENTER OF SOUTH FLORIDA, and alleges:

JURISDICTIONAL STATEMENT AND IDENTIFICATION OF 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 Palm Beach County, Florida, in accordance with §47.011 Fla. Stat. as one or more of the Defendants do business and the events giving rise to this action occurred therein.

3. Plaintiff, SAUVENS CASTELLY, at all times material hereto, is the Personal Representative of the ESTATE of EXILON ETIENNE and is a resident of Palm Beach County, Florida. Attached as Exhibit A are the Letters of Administration appointing Sauvens Castelly as the Personal Representative of the Estate of Exilon Etienne, dated June 29, 2025.

4. Defendant, ROBERT CARIDA, M.D., is an interventional cardiologist and is/was an employee, actual agent, and/or apparent agent of ROBERT V. CARIDA II, M.D., P.A., at the time he provided medical care and treatment to patient, EXILON ETIENNE.

5. Defendant, ROBERT V. CARIDA II, M.D., P.A. is a medical office and group in Palm Beach Country, Florida, providing medical care and services, by and through its healthcare providers and staff to patients such as EXILON ETIENNE.

6. Defendant, ADAM EVANS, M.D., is an anesthesiologist and is/was an employee, actual agent, and/or apparent agent of AMERICAN ANESTHESIOLOGY OF FLORIDA, INC., at the time he provided medical care and treatment to patient, EXILON ETIENNE.

7. Defendant, MICHAEL ZINCKGRAF, CRNA, is a certified registered nurse anesthetist and is/was an employee, actual agent, and/or apparent agent of AMERICAN ANESTHESIOLOGY OF FLORIDA, INC., at the time he provided medical care and treatment to patient, EXILON ETIENNE.

8. Defendant AMERICAN ANESTHESIOLOGY OF FLORIDA, INC., is a medical office and group in Palm Beach County, Florida providing medical care and services by and through its nurses, staff, and healthcare providers to patients such as EXILON ETIENNE.

9. Defendant, LUIS MORA, M.D., is an electrophysiologist and is/was an employee, actual agent, and/or apparent agent of YOEL R. VIVAS M.D., P.A. d/b/a THE ARRHYTHMIA CENTER OF SOUTH FLORIDA, at the time he provided medical care and treatment to patient, EXILON ETIENNE.

10. Defendant, YOEL R. VIVAS M.D., P.A. d/b/a THE ARRHYTHMIA CENTER OF SOUTH FLORIDA is a medical office and group in Palm Beach County, Florida, providing medical care and services, by and through its healthcare providers and staff to patients such as EXILON ETIENNE.

**COMPLIANCE WITH CONDITIONS PRECEDENT
AND FLORIDA STATUTE SECTION 766.106(2)**

11. Notice of Intention to Initiate Litigation against the Defendant named in this Complaint was given and acknowledged in accordance with the requirements of Fla. Stat. 766.106(2) by and through the defendants individually or by and through their employees and/or employers. The Plaintiff has complied with all of the requirements of the Department of Health and Agency for Health Care Administration. A copy of the Complaint will be sent to that entity at the time the Complaint is filed. This action is properly brought within two years of when the alleged negligent incident occurred or within two years from the date the alleged negligent incident could have been discovered with the exercise of due diligence. Any and all conditions precedent to the filing of this lawsuit have been complied with.

CERTIFICATE OF COUNSEL

12. 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 EXILON ETIENNE. 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

13. In 2019, EXILON ETIENNE received a subcutaneous implantable cardioverter-defibrillators (“S-ICD”) as a result of a history of nonischemic cardiomyopathy.

14. On May 19, 2023, due to receiving shocks from his S-ICD, EXILON ETIENNE presented to the medical facilities of Defendant, YOEL R. VIVAS M.D., P.A. d/b/a THE ARRHYTHMIA CENTER OF SOUTH FLORIDA, where the healthcare providers thereat opined he had recurrent monomorphic ventricular tachycardia.

15. At this time, it was decided EXILON ETIENNE would undergo a ventricular catheter ablation (“VT ablation”) to address the issues perceived to be causing his S-ICD shocks.

16. EXILON ETIENNE was scheduled to undergo a VT ablation on August 30, 2023.

17. Defendant, LUIS MORA, M.D., was to perform the VT ablation with the assistance of an Impella device.

18. An Impella device is a temporary heart pump to maintain blood flow during the procedure.

19. Nevertheless, prior to his scheduled surgery, EXILON ETIENNE was taken to Delray Medical Center via emergency medical services on August 25, 2023, due to more shocks from his S-ICD.

20. The shocks EXILON ETIENNE experienced in August of 2023, were the result of ventricular flutter and ventricular fibrillation.

21. The ECG report from the EXILON ETIENNE'S S-ICD that predicated his August 2023 hospitalization was not similar to his prior episodes and was inconsistent with a diagnosis of monomorphic ventricular tachycardia.

22. After EXILON ETIENNE presented to the emergency department of Delray Medical Center, the healthcare providers thereat were able to stabilize his condition through medical and drug interventions.

23. The August 25, 2023, hospitalization of EXILON ETIENNE identified his problem was polymorphic ventricular tachycardia.

24. Polymorphic ventricular tachycardia cannot be resolved through a VT ablation.

25. Nevertheless, the medical providers for EXILON ETIENNE decided to continue forward with his VT ablation and even moved the date of his procedure up from August 30, 2023, to August 28, 2023.

26. On August 28, 2023, Defendant, LUIS MORA, M.D., performed a VT ablation on EXILON ETIENNE.

27. As a part of the procedure, Defendant, ROBERT CARIDA, M.D., placed and removed an Impella device for EXILON ETIENNE.

28. The last ablation apart of the August 28, 2023, procedure was completed at 3:03:13 PM.

29. Defendant, ROBERT CARIDA, M.D., removed the Impella device at 3:21:19 PM.
30. After the VT ablation procedure was completed, EXILON ETIENNE was transported to the Cath Lab in Delray Medical Center.
31. At 4:23 PM on August 28, 2023, while in the Cath Lab, EXILON ETIENNE was turned on his side to remove his monitors and change his linens.
32. At that time, EXILON ETIENNE became unresponsive.
33. At 4:25 PM on August 28, 2023, a code blue for EXILON ETIENNE was initiated.
34. At 4:26 PM, during the code blue, EXILON ETIENNE, was noted as pulseless with electromechanical dissociation.
35. At 4:27 PM, EXION ETIENNE was intubated by Defendant, ADAM EVANS, M.D., under glide scope guidance. Bilateral breath sounds and positive CO2 color change were noted after intubation.
36. During the code blue, EXILON ETIENNE was given vasopressor support with levophed and epinephrine.
37. After about 20-25 minutes, EXILON ETIENNE regained spontaneous circulation although it was noted he was experiencing polymorphic ventricular tachycardia, and, as such, was given additional amiodarone.
38. Thereafter, at 4:49 PM, EXILON ETIENNE again experienced pulseless electrical activity.
39. As a result, during the code blue, EXILON ETIENNE was given an additional 30 MG of IV epinephrine.
40. Unfortunately, EXILON ETIENNE still struggled to maintain spontaneous circulation.

41. Then, it was realized that the ventilator for EXILON ETIENNE was not showing a return as his ET tube cuff was found to be malfunctioning.

42. At 5:00 PM, EXILON ETIENNE was re-intubated by Defendant, MICHAEL ZINKGRAFT CRNA.

43. During the code blue on August 28, 2023, EXILON ETIENNE underwent CPR for about 30 minutes, on and off, and his total critical care time was reported at 57 minutes.

44. After the code blue, EXILON ETIENNE was in severe critical condition as he suffered a diffuse anoxic brain injury during his code blue.

45. EXILON ETIENNE was unable to recover from the above series of events and, eventually, passed away on September 18, 2023.

46. As a direct and proximate result of the herein described improper acts of Defendants, ROBERT CARIDA, M.D.; ROBERT V. CARIDA II, M.D., P.A.; ADAM EVANS, M.D.; MICHAEL ZINCKGRAF, CRNA; AMERICAN ANESTHESIOLOGY OF FLORIDA, INC.; LUISA MORA, M.D.; and YOEL R. VIVAS M.D., P.A. d/b/a THE ARRHYTHMIA CENTER OF SOUTH FLORIDA, which caused the injuries and death of EXILON ETIENNE, Plaintiff, SAUVENS CASTELLY, as Personal Representative of the Estate of EXILON ETIENNE, seeks all damages provided for under the Florida Wrongful Death Act §768.21, Fla. Stat., including, but not limited to:

- A. Loss of future support and services from the date of EXILON ETIENNE'S death by all of EXILON ETIENNE'S survivors;
- B. Loss of parental companionship, instruction, protections, and guidance and for mental pain and suffering from the date of EXILON ETIENNE'S death for EXILON

ETIENNE'S minor children statutory survivors: Adam Etienne, Loukens Etienne, and Louvensky Etienne;

- C. Loss of companionship and protections and for mental pain and suffering from the date of EXILON ETIENNE'S death for EXILON ETIENNE'S surviving spouse: Phileine Castelly;
- D. Funeral expenses incurred as a result of EXILON ETIENNE'S premature death; and
- E. Medical expenses incurred as a result of the injuries suffered by EXILON ETIENNE.

COUNT I
CLAIM AGAINST ROBERT CARIDA, M.D.

The Plaintiff adopts and re-alleges paragraphs 1-46 and all sub-paragraphs above and further alleges:

47. Defendant, ROBERT CARIDA, M.D., held himself out to the public, in general, and to EXILON ETIENNE, as a skilled and licensed interventional cardiologist capable of providing medical care and treatment and services in a competent, careful, and skilled manner in accordance with the prevailing professional standard of care of similar physicians in this and like medical communities.

48. Defendant, ROBERT CARIDA, M.D., is a licensed healthcare provider who held himself out to the public, in general, and to EXILON ETIENNE, in particular, as an interventional cardiologist who undertook the corresponding duty to provide care and treatment to EXILON ETIENNE, in accordance with that level of care and skill which, under the circumstances, is recognized as acceptable and appropriate by reasonably prudent similar physicians.

49. Notwithstanding this duty of care, Defendant, ROBERT CARIDA, M.D., breached his duty of care by doing or failing to do one or more of the following acts, any, some, or all of which were

departures from the prevailing professional standard of care and treatment of similar healthcare providers:

- a. Negligently and carelessly prematurely removing the Impella device of EXILON ETIENNE subsequent to his August 28, 2023 surgery;
- b. Negligently and carelessly failed to perform a right heart catheterization to monitor hemodynamic function of EXILON ETIENNE;
- c. Negligently and carelessly failed to consider the need for a heart transplant for EXILON ETIENNE;
- d. Negligently and carelessly failed to consider a left ventricular assist device for EXILON ETIENNE; and
- e. Negligently and carelessly rendered interventional cardiological care.

50. As a direct and proximate result of the negligence of Defendant, ROBERT CARIDA, M.D., the Plaintiff makes the above listed claims for damages.

WHEREFORE, Plaintiff, SAUVENS CASTELLY, as Personal Representative of the Estate of EXILON ETIENNE demands judgment against Defendant, ROBERT CARIDA, M.D., for all applicable damages, to specifically include those damages recoverable under §768.21 Fla. Stat., interest, and the cost of these proceedings, together with any further relief as this Honorable court deems just and appropriate.

COUNT II
CLAIM AGAINST ROBERT V. CARIDA, II, M.D., P.A.

The Plaintiff adopts and re-alleges paragraphs 1-50 and all sub-paragraphs thereto and further alleges:

51. Defendant, ROBERT V. CARIDA, II, M.D., P.A., is a professional services corporation providing medical care and services to patients by and through their healthcare providers, including but not limited to ROBERT CARIDA, M.D., and held itself out to the public, in general, and to EXILON ETIENNE, in particular, as a professional medical association who by and through its staff and healthcare providers was capable of the duty to provide medical care to EXILON ETIENNE in accordance with that level of care and skill which, under the circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare associations by and through their healthcare providers.

52. EXILON ETIENNE became a patient of ROBERT V. CARIDA, II, M.D., P.A. by and through its healthcare provider, ROBERT CARIDA, M.D., who was acting within the scope of his employment relationship with ROBERT V. CARIDA, II, M.D., P.A.. The employees and medical staff of ROBERT V. CARIDA, II, M.D., P.A., owed EXILON ETIENNE a duty to provide reasonable care in the medical treatment that was provided to him.

53. Notwithstanding this duty of care, Defendant, ROBERT V. CARIDA, II, M.D., P.A., by and through its healthcare providers, including but not limited to ROBERT CARIDA, M.D., breached its duty of care by doing or failing to do one or more of the following acts, any, some, or all of which were departures from the prevailing professional standard of medical care and treatment of similar healthcare facilities and providers, to wit:

- a. Negligently and carelessly prematurely removing the Impella device of EXILON ETIENNE subsequent to his August 28, 2023 surgery;
- b. Negligently and carelessly failed to perform a right heart catheterization to monitor hemodynamic function of EXILON ETIENNE;

- c. Negligently and carelessly failed to consider the need for a heart transplant for EXILON ETIENNE;
- d. Negligently and carelessly failed to consider a left ventricular assist device for EXILON ETIENNE; and
- e. Negligently and carelessly rendered interventional cardiological care.

54. As a direct and proximate result of the negligence of ROBERT V. CARIDA, II, M.D., P.A., by and through its agents, apparent agents, and employees, including but not limited to ROBERT CARIDA, M.D., ROBERT V. CARIDA, II, M.D., P.A. is vicariously liable for the injuries to EXILON ETIENNE, and the Plaintiff makes the above listed claims for damages.

WHEREFORE, Plaintiff, SAUVENS CASTELLY, as Personal Representative of the Estate of EXILON ETIENNE demands judgment against Defendant, ROBERT V. CARIDA, II, M.D., P.A., for all applicable damages, to specifically include those damages recoverable under §768.21 Fla. Stat., interest, and the cost of these proceedings, together with any further relief as this Honorable court deems just and appropriate.

COUNT III
CLAIM AGAINST ADAM EVANS, M.D.

The Plaintiff adopts and re-alleges paragraphs 1-46 and all sub-paragraphs above and further alleges:

55. Defendant, ADAM EVANS, M.D., held himself out to the public, in general, and to EXILON ETIENNE, in particular, as a skilled and licensed anesthesiologist capable of providing medical care and treatment and services in a competent, careful, and skilled manner in accordance with the prevailing professional standard of care of similar physicians in this and like medical communities.

56. Defendant, ADAM EVANS, M.D., is a licensed healthcare provider who held himself out to the public, in general, and to EXILON ETIENNE, in particular, as an anesthesiologist who undertook the corresponding duty to provide care and treatment to EXILON ETIENNE, in accordance with that level of care and skill which, under the circumstances, is recognized as acceptable and appropriate by reasonably prudent similar physicians.

57. Notwithstanding this duty of care, Defendant, ADAM EVANS, M.D., breached his duty of care by doing or failing to do one or more of the following acts, any, some, or all of which were departures from the prevailing professional standard of care and treatment of similar healthcare providers:

- a. Negligently and carelessly failed to maintain and handle the airway of EXILON ETIENNE and
- b. Negligently and carelessly failed to undertake adequate critical care measures.

58. As a direct and proximate result of the negligence of Defendant, ADAM EVANS, M.D., the Plaintiff makes the above listed claims for damages.

WHEREFORE, Plaintiff, SAUVENS CASTELLY, as Personal Representative of the Estate of EXILON ETIENNE demands judgment against Defendant, ADAM EVANS, M.D., for all applicable damages, to specifically include those damages recoverable under §768.21 Fla. Stat., interest, and the cost of these proceedings, together with any further relief as this Honorable court deems just and appropriate.

COUNT IV
CLAIM AGAINST MICHAEL ZINCKGRAF, CRNA

The Plaintiff adopts and re-alleges paragraphs 1-46 and all sub-paragraphs above and further alleges:

59. Defendant, MICHAEL ZINCKGRAF, CRNA, held himself out to the public, in general, and to EXILON ETIENNE, in particular, as a skilled and licensed certified registered nurse anesthetists capable of providing medical care and treatment and services in a competent, careful, and skilled manner in accordance with the prevailing professional standard of care of similar certified registered nurse anesthetists in this and like medical communities.

60. Defendant, MICHAEL ZINKGRAF, CRNA, is a licensed healthcare provider who held himself out to the public, in general, and to EXILON ETIENNE, in particular, as an certified registered nurse anesthetists capable who undertook the corresponding duty to provide care and treatment to [REDACTED], in accordance with that level of care and skill which, under the circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare providers.

61. Notwithstanding this duty of care, Defendant, MICHAEL ZINKGRAF, CRNA, breached his duty of care by doing or failing to do one or more of the following acts, any, some, or all of which were departures from the prevailing professional standard of care and treatment of similar healthcare providers:

- a. Negligently and carelessly failed to maintain and handle the airway of EXILON ETIENNE and
- b. Negligently and carelessly failed to undertake adequate critical care measures.

62. As a direct and proximate result of the negligence of Defendant, MICHAEL ZINKGRAF, CRNA, the Plaintiff makes the above listed claims for damages.

WHEREFORE, Plaintiff, SAUVENS CASTELLY, as Personal Representative of the Estate of EXILON ETIENNE demands judgment against Defendant, MICHAEL ZINKGRAF, CRNA, for all applicable damages, to specifically include those damages recoverable under §768.21 Fla. Stat., interest, and the cost of these proceedings, together with any further relief as this Honorable court deems just and appropriate.

COUNT V
CLAIM AGAINST AMERICAN ANESTHESIOLOGY OF FLORIDA, INC.

The Plaintiff adopts and re-alleges paragraphs 1-46 and 55-62 and all sub-paragraphs thereto and further alleges:

63. Defendant, AMERICAN ANESTHESIOLOGY OF FLORIDA, INC., is a professional services corporation providing medical care and services to patients by and through their healthcare providers, including but not limited to ADAM EVANS, M.D. and MICHAEL ZINKGRAF, CRNA, and held itself out to the public, in general, and to EXILON ETIENNE, in particular, as a professional medical association who by and through its staff, nurses, and healthcare providers was capable of the duty to provide medical care to EXILON ETIENNE in accordance with that level of care and skill which, under the circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare associations by and through their healthcare providers.

64. EXILON ETIENNE became a patient of AMERICAN ANESTHESIOLOGY OF FLORIDA, INC. by and through its healthcare providers, ADAM EVANS, M.D. and MICHAEL ZINKGRAF, CRNA, who were acting within the scope of their employment relationship with AMERICAN ANESTHESIOLOGY OF FLORIDA, INC. The employees and medical staff of

AMERICAN ANESTHESIOLOGY OF FLORIDA, INC. owed EXILON ETIENNE a duty to provide reasonable care in the medical treatment that was provided to him.

65. Notwithstanding this duty of care, Defendant, AMERICAN ANESTHESIOLOGY OF FLORIDA, INC., by and through its healthcare providers, including but not limited to ADAM EVANS, M.D. and MICHAEL ZINKGRAF, CRNA, breached its duty of care by doing or failing to do one or more of the following acts, any, some, or all of which were departures from the prevailing professional standard of medical care and treatment of similar healthcare facilities and providers, to wit:

- a. Negligently and carelessly failed to maintain and handle the airway of EXILON ETIENNE and
- b. Negligently and carelessly failed to undertake adequate critical care measures.

66. As a direct and proximate result of the negligence of AMERICAN ANESTHESIOLOGY OF FLORIDA, INC., by and through its agents, apparent agents, and employees, including but not limited to ADAM EVANS, M.D. and MICHAEL ZINKGRAF, CRNA, AMERICAN ANESTHESIOLOGY OF FLORIDA, INC. is vicariously liable for the injuries to EXILON ETIENNE, and the Plaintiff makes the above listed claims for damages.

WHEREFORE, Plaintiff, SAUVENS CASTELLY, as Personal Representative of the Estate of EXILON ETIENNE demands judgment against Defendant, AMERICAN ANESTHESIOLOGY OF FLORIDA, INC., for all applicable damages, to specifically include those damages recoverable under §768.21 Fla. Stat., interest, and the cost of these proceedings, together with any further relief as this Honorable court deems just and appropriate.

COUNT VI
CLAIM AGAINST LUIS MORA, M.D.

The Plaintiff adopts and re-alleges paragraphs 1-46 and all sub-paragraphs above and further alleges:

67. Defendant, LUIS MORA, M.D., held himself out to the public, in general, and to EXILON ETIENNE, in particular, as a skilled and licensed electrophysiologist capable of providing medical care and treatment and services in a competent, careful, and skilled manner in accordance with the prevailing professional standard of care of similar physicians in this and like medical communities.

68. Defendant, LUIS MORA, M.D., is a licensed healthcare provider who held himself out to the public, in general, and to EXILON ETIENNE, in particular, as an electrophysiologist who undertook the corresponding duty to provide care and treatment to EXILON ETIENNE, in accordance with that level of care and skill which, under the circumstances, is recognized as acceptable and appropriate by reasonably prudent similar physicians.

69. Notwithstanding this duty of care, Defendant, LUIS MORA, M.D., breached his duty of care by doing or failing to do one or more of the following acts, any, some, or all of which were departures from the prevailing professional standard of care and treatment of similar healthcare providers:

- a. Negligently and carelessly prematurely removed the Impella device of EXILON ETIENNE subsequent to his August 28, 2023 surgery.
- b. Negligently and carelessly failed to monitor heart failure status of EXILON ETIENNE in relation to his cardiac output, before, during, and after the VT ablation procedure leading to pulseless electrical arrest (PEA).
- c. Negligently failed to render appropriate electrophysiology care and treatment i.e. failure of amiodarone therapy prior to VT/VF ablation and/or optimizing heart failure

with a biventricular device prior to attempting an endo/epicardial VT ablation in a patient with possibly PVC induced VF.

d. Negligently and carelessly failed to undertake adequate critical care measures.

70. As a direct and proximate result of the negligence of Defendant, LUIS MORA, M.D. the Plaintiff makes the above listed claims for damages.

WHEREFORE, Plaintiff, SAUVENS CASTELLY, as Personal Representative of the Estate of EXILON ETIENNE demands judgment against Defendant, LUIS MORA, M.D., for all applicable damages, to specifically include those damages recoverable under §768.21 Fla. Stat., interest, and the cost of these proceedings, together with any further relief as this Honorable court deems just and appropriate.

COUNT VII
CLAIM AGAINST YOEL R. VIVAS M.D., P.A.

The Plaintiff adopts and re-alleges paragraphs 1-46 and 67-70 and all sub-paragraphs thereto and further alleges:

71. Defendant, YOEL R. VIVAS M.D., P.A. d/b/a THE ARRHYTHMIA CENTER OF SOUTH FLORIDA, is a professional services corporation providing medical care and services to patients by and through their healthcare providers, including but not limited to LUIS MORA, M.D. and held itself out to the public, in general, and to EXILON ETIENNE, in particular, as a professional medical association who by and through its staff, nurses, and healthcare providers was capable of the duty to provide medical care to EXILON ETIENNE in accordance with that level of care and skill which, under the circumstances, is recognized as acceptable and appropriate by reasonably prudent similar healthcare associations by and through their healthcare providers.

72. EXILON ETIENNE became a patient of YOEL R. VIVAS M.D., P.A. d/b/a THE

ARRYTHMIA CENTER OF SOUTH FLORIDA by and through its healthcare provider, LUIS MORA, M.D., who was acting within the scope of his employment relationship with YOEL R. VIVAS M.D., P.A. d/b/a THE ARRYTHMIA CENTER OF SOUTH FLORIDA. The employees and medical staff of YOEL R. VIVAS, M.D., P.A. d/b/a THE ARRYTHMIA CENTER OF SOUTH FLORIDA owed EXILON ETIENNE a duty to provide reasonable care in the medical treatment that was provided to him.

73. Notwithstanding this duty of care, Defendant, YOEL R. VIVAS, M.D., P.A. d/b/a THE ARRYTHMIA CENTER OF SOUTH FLORIDA, by and through its healthcare providers, including but not limited to LUIS MORA, M.D. breached its duty of care by doing or failing to do one or more of the following acts, any, some, or all of which were departures from the prevailing professional standard of medical care and treatment of similar healthcare facilities and providers, to wit:

- a. Negligently and carelessly prematurely removed the Impella device of EXILON ETIENNE subsequent to his August 28, 2023 surgery.
- b. Negligently and carelessly failed to monitor heart failure status of EXILON ETIENNE in relation to his cardiac output, before, during, and after the VT ablation procedure leading to pulseless electrical arrest (PEA).
- c. Negligently failed to render appropriate electrophysiology care and treatment i.e. failure of amiodarone therapy prior to VT/VF ablation and/or optimizing heart failure with a biventricular device prior to attempting an endo/epicardial VT ablation in a patient with possibly PVC induced VF.
- d. Negligently and carelessly failed to undertake adequate critical care measures.

74. As a direct and proximate result of the negligence of YOEL R. VIVAS, M.D., P.A. d/b/a THE ARRHYTHMIA CENTER OF SOUTH FLORIDA, by and through its agents, apparent agents, and employees, including but not limited to LUIS MORA, MD, YOEL R. VIVAS, M.D., P.A. d/b/a THE ARRHYTHMIA CENTER OF SOUTH FLORIDA, is vicariously liable for the injuries to EXILON ETIENNE, and the Plaintiff makes the above listed claims for damages.

WHEREFORE, Plaintiff, SAUVENS CASTELLY, as Personal Representative of the Estate of EXILON ETIENNE demands judgment against Defendant, YOEL R. VIVAS, M.D., P.A. d/b/a THE ARRHYTHMIA CENTER OF SOUTH FLORIDA, for all applicable damages, to specifically include those damages recoverable under §768.21 Fla. Stat., interest, and the cost of these proceedings, together with any further relief as this Honorable court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury of all issues so triable by law against all Defendants, and such other relief this Court may deem appropriate.

DATED this 12th day of January, 2026.

Respectfully submitted,

FOGG LAW GROUP
4440 PGA Blvd., Suite 306
Palm Beach Gardens, FL 33410
PH: (561) 616-3000
FAX: (561) 688-0775
service@fogglawgroup.com

BY: */s/ Basil D. Sabbak*
Ryan A. Fogg, Esq. (68773)
Basil D. Sabbak, Esq. (1004390)

IN THE CIRCUIT COURT FIFTEENTH JUDICIAL CIRCUIT,
IN AND FOR PALM BEACH COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION IZ

EXILON ETIENNE
Deceased.

CASE NO.: 50-2025-CP-002463-XXA-NB

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN

WHEREAS Exilon Etienne a resident of Palm Beach County, Florida died on 09/18/2023 ("Decedent"), owning assets in the State of Florida, and

WHEREAS Sauvens Castelly has been appointed personal representative ("Personal Representative") of the Decedent's estate ("Decedent's Estate") and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Sauvens Castelly duly qualified under the laws of the State of Florida to act as Personal Representative(s) of Decedent's Estate, with full power to administer the Estate according to law; to ask, demand, sue for, recover and receive the property of the Decedent; to pay the debts of the Decedent as far as the assets of the Estate will permit and the law directs; and to make distribution of the Estate according to law.

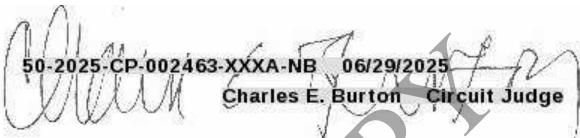
These Letters of Administration are subject to the following restrictions:

- This Estate must be closed within 12 months, unless it is contested, or its closing date is extended by court order.
- These letters do not authorize entry into any safe deposit box without further court order.
- The Personal Representative(s) shall place all liquid assets in a depository designated by the Court pursuant to the Section 69.031, Florida Statutes ("Depository"). This is a frozen account. No funds can be withdrawn without a court order.
- Attorney of Record shall file Receipt of Assets by Depository within thirty days from the issuance of these letters.
- These letters do not authorize the sale, encumbrance, borrowing, or gifting of any Estate assets without a special court order.
- If Florida real estate is sold, per court order, a closing statement shall be filed, and the sale's net proceeds shall be placed in the Depository.



Inventory shall be filed within 60 days

DONE and ORDERED at Palm Beach County, Florida.


50-2025-CP-002463-XXXA-NB 06/29/2025
Charles E. Burton Circuit Judge

50-2025-CP-002463-XXXA-NB 06/29/2025
Charles E. Burton
Circuit Judge

This estate shall be closed within 12 months of this order, pursuant to Florida Probate Rule 5.400.

NOT A CERTIFIED COPY