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12 **UNITED STATES DISTRICT COURT**
13 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

14 JAMES CARTER, an individual, and
15 ANASTASIA DUBOSHINA,
16 Individually and as Successor in
Interest to the Estate of Nico James
Carter,

17 Plaintiffs,

18 v.

19 HYATT HOTELS CORPORATION;
20 HYATT CORPORATION; PLAYA
HOTELS AND RESORTS, N.V.;
21 PLAYA RESORTS MANAGEMENT,
LLC; PLAYA MANAGEMENT USA,
22 LLC; and DOES 1 through 100,

23 Defendants.

CASE NO. '23CV1838 BAS AHG

**Complaint for Damages for
Wrongful Death and Survivorship
and Demand for Jury Trial**

24 COME NOW the Plaintiffs, JAMES CARTER, an individual, and
25 ANASTASIA DUBOSHINA, individually and as Successor in Interest to
26 the Estate of Nico James Carter (“The Carters”), and for causes of action
27 against the Defendants, and each of them, complain and allege as follows:
28

INTRODUCTION

1
2 1. This case involves the tragic – and entirely preventable – death
3 of a young child, Nico James Carter (“Nico”) at the Hyatt Ziva resort in
4 Puerto Vallarta. Because of the misrepresentations, misconduct, and
5 inexcusable negligence of Defendants Hyatt Hotels Corporation, Hyatt
6 Corporation, Playa Hotels and Resorts, N.V., Playa Resorts Management,
7 LLC, Playa Management USA, LLC, and Does 1 through 100
8 (“Defendants”), Nico fell from an open, unprotected floor-level window
9 that was missing its pane and hit the concrete deck nine stories down
10 below. He did not live to see his second birthday.

11 2. Hyatt is a world-wide luxury hotel brand that trades heavily on
12 name recognition and image. Through carefully curated brand
13 management and exhaustive promotional efforts, Hyatt’s various corporate
14 entities, including the Defendants herein, have convinced travelers to
15 associate the Hyatt name with luxury, comfort, and most of all, safety.

16 3. Hyatt Hotel Corporation’s SEC filings reflect this mission. In its
17 2020 10-K, Hyatt Hotels Corporation states, “We are focused on the high-
18 end traveler, positioning our brands at the top of each segment in which
19 we operate. Our marketing strategy is designed to drive loyalty and
20 community, while meeting the specific business needs of hotel operations.”
21 It further says, “We are focused on targeting the distinct guest segments
22 that each of our brands serves and supporting the needs of the hotels by
23 thorough analysis and application of data and analytics.”

24 4. This is especially true for Hyatt’s “all-inclusive” resorts like the
25 Hyatt Ziva Puerto Vallarta, which Defendants promote as having
26 everything any traveler could want. “Hyatt Ziva Puerto Vallarta is the
27 perfect Mexico vacation destination for guests seeking a relaxing and
28 pampered experience and if the chord for adventure strikes, activities on

1 and off resort grounds abound. The resort renovation is magnificent and
2 brings the all-inclusive experience to the next level of indulgence.”¹

3 5. Of the Hyatt Ziva Puerto Vallarta in particular, Defendants tout
4 that it has “luxurious accommodations,” “unique amenities,” and “world
5 class” spas – all included. Defendants claim it is the perfect spot for “family
6 fun” and the Hyatt Ziva puts “Safety First.”

7 6. The Carters believed Defendants’ representations. They were
8 frequent Hyatt guests in the United States and World of Hyatt loyalty
9 members.

10 7. The Carters were the exact kind of American guests Defendants
11 sought in marketing the Hyatt Ziva Puerto Vallarta hotel: a young,
12 hardworking American couple who built a successful business and had
13 recently started a family. The Carters had always loved traveling, and once
14 their son was born, they enjoyed taking fun family vacations and making
15 cherished family memories.

16 8. The World of Hyatt webpage assures travelers like the Carters
17 that they can experience Hyatt’s brand standards anywhere there is the
18 Hyatt name. For example, it proclaims:

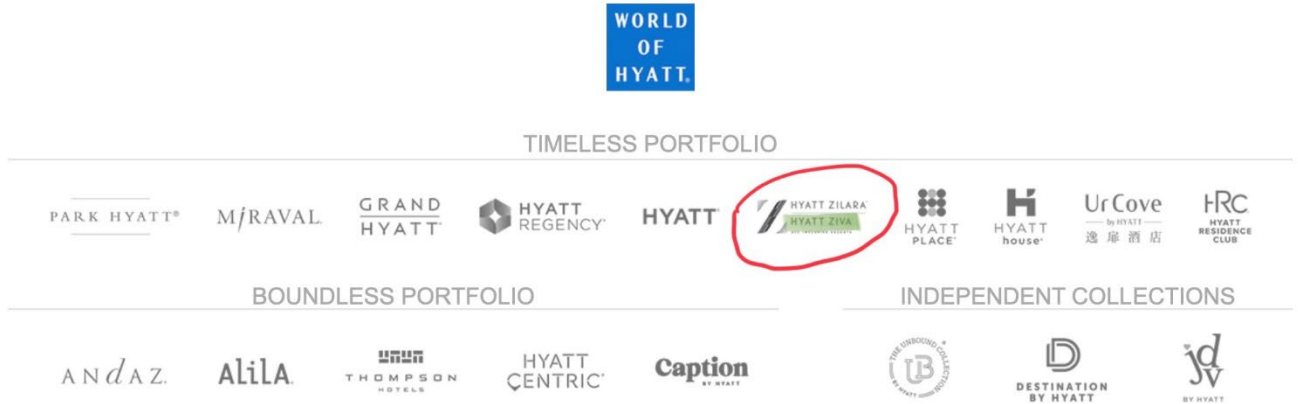
19 **PEACE OF MIND TRAVELS WITH YOU.**



23 **Be assured with our Care & Cleanliness Commitment**

24
25
26
27 ¹ <https://newsroom.hyatt.com/122214Hyatt-Ziva-Puerto-Vallarta-Opens-In-Mexico> (last
28 visited, June 27, 2023).

1 9. The Carters also regularly received Hyatt advertisement emails,
2 which prominently displayed the World of Hyatt hotels across the globe,
3 including Hyatt Ziva.

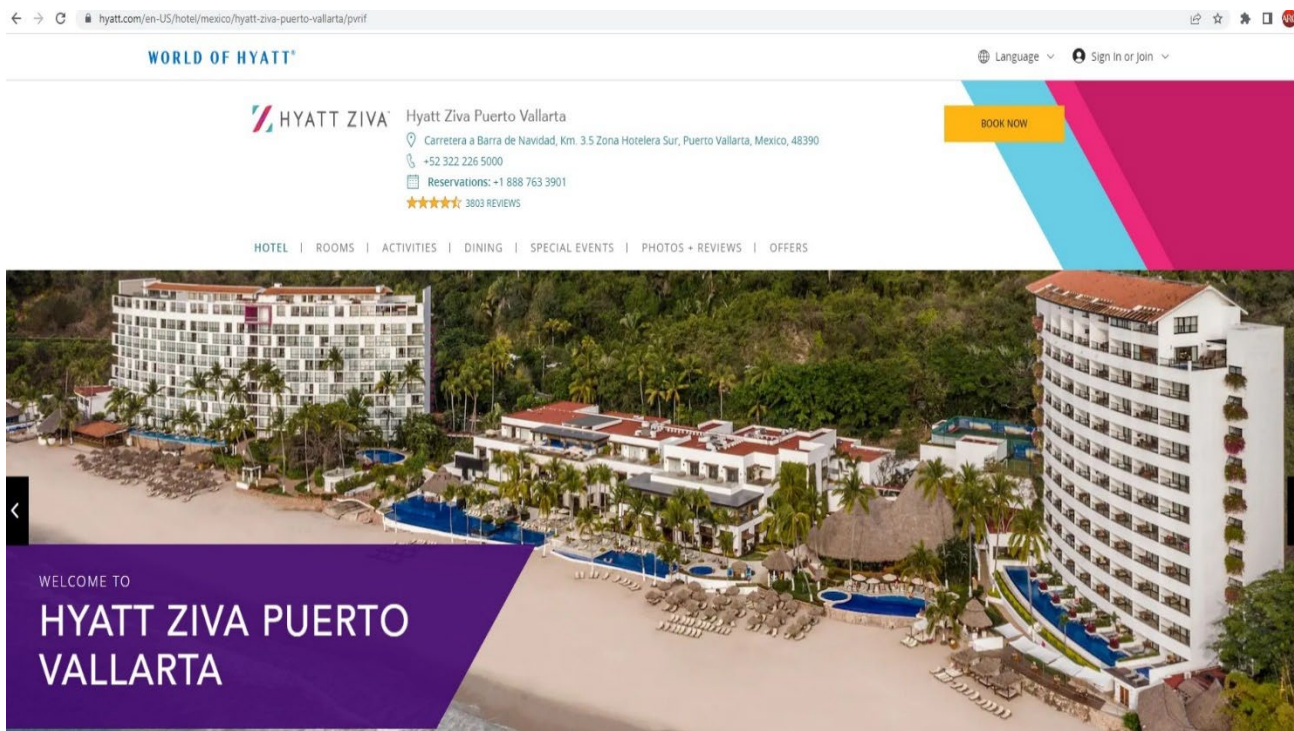


11 10. And the Hyatt Ziva website reassured them, saying Hyatt
12 valued “Safety First, Wellbeing Always”:



13 11. The Carters had stayed at Hyatt hotels in the United States, and
14 intentionally chose to book at a Hyatt hotel for their trip to Puerto Vallarta,
15 Mexico because they enjoyed the Hyatt hotel experience and standards.

1 12. The Carters booked their stay at the Hyatt Ziva Puerto Vallarta
2 through Hyatt's website, hyatt.com. They went on their Mexican vacation
3 in search of enjoyment, but instead experienced devastating tragedy.



16 13. Upon checking in to the hotel, the Carters were assigned to a
17 room on the ninth floor of the Hyatt Ziva Puerto Vallarta. On the morning
18 of October 11, 2021, James Carter and his almost two-year-old son Nico
19 walked out from their hotel room over to the elevator bay area as Anastasia
20 was packing a backpack for the day. James watched as Nico walked up to
21 what appeared to be a balcony area with safety glass panels near the
22 elevators. Nico was looking out the window in wonder at the "stunning
23 ocean vistas" that the Hyatt Ziva touts. Then suddenly, Nico vanished.
24 James quickly realized to his horror that the area was not protected by
25 safety glass panels. On that day, in that moment, Nico fell nine stories to
26 his death.

27 14. At the exact moment of Nico's fall, Anastasia was walking out
28 of their room to meet James and Nico and let them know she was ready.

1 She heard a loud, guttural scream from her husband just a short distance
2 away and she immediately realized something horrible had happened to
3 Nico.

4 PARTIES

5 15. Plaintiffs James Carter and Anastasia Duboshina are the
6 surviving parents of Decedent Nico James Carter. Plaintiffs bring this
7 wrongful death action as specified in Section 377.60, subd. (b) of the Code
8 of Civil Procedure on behalf of and for the benefit of all survivors, heirs at
9 law, and next of kin of the Decedent.

10 16. Additionally, Plaintiffs are the successors-in-interest to
11 Decedent under Code of Civil Procedure section 377.30 and bring this
12 survival action as specified therein. As required by Code of Civil Procedure
13 section 377.32 (a), Plaintiffs attach the statement from the successor-in-
14 interest as Exhibit 1 and incorporate the same by reference.

15 17. As required by Code of Civil Procedure section 377.32(c), a
16 certified copy of Decedent's certified death certificate is attached as Exhibit
17 2 and incorporated by this reference.

18 18. Defendant Hyatt Hotels Corporation ("Hyatt Hotels") is a
19 Delaware corporation, headquartered and with its principal place of
20 business in Chicago, IL.

21 19. Defendant Hyatt Corporation ("Hyatt Corp.") is a Delaware
22 corporation, headquartered and with its principal place of business in
23 Chicago, IL.

24 20. Defendants Hyatt Hotels, Hyatt Corp., (collectively, "Hyatt" or
25 "Hyatt Defendants") and DOES 1 through 100 actively do business and
26 solicit business in California, both directly and indirectly. Defendants
27 Hyatt and DOES 1 through 100 engage in written and online promotions in
28 California aimed at convincing California residents such as Plaintiffs to

1 stay at Hyatt-branded properties. These promotions are done both directly
2 by Defendants Hyatt and DOES 1 through 100 and indirectly through the
3 relationships between Defendants Hyatt and DOES 1 through 100 and
4 various third-party travel services and promotional services. But regardless
5 of where the message comes from, Defendants Hyatt and DOES 1 through
6 100 control both the content and the geographic targeting of the messages
7 and specifically direct those marketing messages to California residents.

8 21. Defendant Playa Hotels and Resorts, N.V. is a business entity
9 incorporated under the laws of the Netherlands with its principal place of
10 business in Amsterdam. Defendant Hyatt is one of the major shareholders
11 of Playa Hotels and Resorts, N.V. and an employee of Hyatt serves on the
12 board of directors for Playa Hotels and Resorts, N.V.

13 22. Defendant Playa Management USA, LLC is a Delaware
14 Corporation with its principal place of business in Florida. Defendant Playa
15 Management USA, LLC is a subsidiary of Defendant Playa Hotels and
16 Resorts, N.V.

17 23. Defendant Playa Resorts Management, LLC is a Delaware
18 Corporation with its principal place of business in Virginia. Defendant
19 Playa Resorts Management, LLC is a subsidiary of Defendant Playa Hotels
20 and Resorts, N.V.

21 24. Defendants Playa Hotels and Resorts, N.V., Playa Management
22 USA, LLC, and Playa Resorts Management, LLC (collectively "Playa" or
23 "Playa Defendants") jointly own, operate, control, manage, maintain, and
24 staff the Hyatt Ziva Puerto Vallarta resort.

25 25. Defendants Does 1 through 100, inclusive, are unknown
26 persons or entities. Plaintiffs are ignorant of their true names and capacities
27 and for that reason have sued these defendants by fictitious names.
28

1 Plaintiffs will seek to amend this complaint to show their true names and
2 capacities when the same has been ascertained.

3 26. Plaintiffs are informed and believe, and on that basis allege,
4 that each of the defendants designated herein as a Doe was, in some
5 manner, negligent by act or omission or otherwise responsible for the
6 occurrence and injuries alleged herein.

7 27. Plaintiffs are informed and believe and thereon allege that at all
8 times relevant, Hyatt Hotels, and Does 1 through 100, inclusive and each of
9 them, owned, leased, occupied, designed, constructed, built, operated,
10 controlled, managed, supervised, maintained, modified, repaired, and
11 oversaw the subject property.

12 28. Plaintiffs are informed and believe and thereon allege that at all
13 times mentioned, each of the defendants were the agent, servant, and
14 employee of each of the remaining defendants, and at all times herein
15 mentioned, each was acting within the purpose and scope of said agency,
16 service, and employment.

17 JURISDICTION AND VENUE

18 29. This Court has subject matter jurisdiction pursuant to 28 U.S.C.
19 § 1332(a)(1) because Plaintiffs and Defendants are citizens of different
20 states and the matter in controversy exceeds \$75,000.

21 30. Venue is proper in this district pursuant to 28 U.S.C. § 1391
22 because a substantial part of the events or omissions giving rise to
23 Plaintiffs' claims occurred within this District. Plaintiffs also resides in this
24 District.

25 31. The Court has personal jurisdiction over Defendants because
26 their contacts with the State of California are systematic, continuous, and
27 sufficient to subject them to personal jurisdiction in this Court. More
28 specifically, Defendants have purposefully availed themselves of the

1 privilege of conducting business in this state by soliciting business here,
2 including the trip that is the subject of this Complaint.

3 32. All Defendants collectively operated a joint venture with
4 respect to the Hyatt Ziva Puerto Vallarta. All Defendants had a joint
5 ownership, either directly or indirectly, in the Hyatt Ziva Puerto Vallarta
6 business; they had joint control over the business or certain aspects of it,
7 and they agreed to share the in profits and losses of the business.

8 33. Furthermore, each Defendant ratified the conduct of the
9 remaining Defendants in marketing, booking stays at, operating,
10 managing, maintaining, and otherwise running the Hyatt Ziva Puerto
11 Vallarta, including the actions giving rise to this lawsuit, even if that
12 conduct was not originally authorized by Defendants.

13 34. Finally, each Defendant had a non-delegable duty to own,
14 operate, control, and maintain the Hyatt Ziva Puerto Vallarta in a
15 reasonably safe condition.

16 FACTUAL BACKGROUND

17 **A. Defendants jointly lead customers to believe the Hyatt Ziva Puerto** 18 **Vallarta is owned or controlled by Hyatt and will adhere to Hyatt's** 19 **proclaimed luxury and safety standards**

20 35. To even the most experienced traveler, the Hyatt Ziva Puerto
21 Vallarta appears to be a Hyatt owned and operated property. This is no
22 accident. Rather, it is the intended result of a meticulously tailored
23 marketing program by the Defendants herein, particularly Hyatt Hotels
24 Corporation and Hyatt Corporation. While Defendants are careful never to
25 outright say that the Hyatt Ziva Puerto Vallarta is a Hyatt property – since
26 it is claimed by Defendants to be a Hyatt franchise – everything Defendants
27 do is intended to encourage potential travelers and guests to reach that
28 conclusion.

1 36. Defendants seek to create a unified brand across all properties,
2 including franchises. Defendants hold Hyatt out to the public as a singular
3 brand. There are many varieties – Grand Hyatt, Hyatt Regency, Park Hyatt,
4 and, in this case, Hyatt Ziva. But they are all Hyatt. According to the
5 Hyatt.com website, “[a]s of December 31, 2021, the Company’s portfolio
6 included more than 1,150 hotel and all-inclusive properties in 70 countries
7 across six continents.”

8 37. Hyatt states “Hyatt Ziva” is one of Hyatt’s “all-inclusive resort
9 brands” with locations in Cancun, Mexico, Puerto Vallarta, Mexico, and
10 Montego Bay, Jamaica, among others. The Hyatt Ziva Puerto Vallarta was
11 acquired by Hyatt in 2014, 45 years after it was constructed and operated
12 by another entity. According to a 2014 Hyatt press release, the Hyatt Ziva
13 Puerto Vallarta “is the culmination of an approximate \$20 million
14 expansion, renovation, and repositioning that is intended to reinvent this
15 resort destination in a way that brings effortless indulgence to the all-
16 inclusive vacation experience.” Corporate documents also confirm some or
17 all of the Defendants are part of the ownership group.

18 38. The website for the Hyatt Ziva is a part of the main Hyatt
19 website: [https://www.hyatt.com/en-US/hotel/mexico/hyatt-ziva-puerto-](https://www.hyatt.com/en-US/hotel/mexico/hyatt-ziva-puerto-vallarta/pvrif)
20 [vallarta/pvrif](https://www.hyatt.com/en-US/hotel/mexico/hyatt-ziva-puerto-vallarta/pvrif). And Hyatt Hotels and Does 1 through 100 exercise total
21 control over the Hyatt Ziva section of the website, including content and
22 communications, and nothing on the Hyatt Ziva section of the website
23 discloses that it is not owned and operated by Hyatt Hotels and DOES 1
24 through 100.

25 39. Likewise, the contact email on the Hyatt Ziva websites is
26 beatriz.ulloa@hyatt.com, and reservations and payments for the Hyatt Ziva
27 Puerto Vallarta are made directly through the websites to Hyatt.
28

1 40. Additionally, the Hyatt Defendants and DOES 1 through 100
2 use the World of Hyatt loyalty program to convince guests that all Hyatt
3 properties will live up to Hyatt’s advertised standards. As Hyatt Hotels
4 explains: “The World of Hyatt loyalty program and its digital platforms are
5 also key components of building loyalty and driving revenue. The loyalty
6 program focuses on deepening relationships with members, driving repeat
7 stays, guest satisfaction, recognition, and differential services and
8 experiences for our most loyal guests. The digital platforms are the primary
9 distribution channels providing guests, customers, and members with an
10 efficient source of information about Hyatt hotels, distinct brand
11 experiences, and a seamless booking experience. With a combined focus on
12 increasing brand awareness, building a community of loyalists, and
13 enhancing digital engagement, World of Hyatt marketing is aimed at Hyatt
14 becoming the most preferred hospitality brand.”

15 41. Defendants, however, contend the Hyatt Ziva is not directly
16 owned and run by Defendants. Instead, they say that the Hyatt Ziva Puerto
17 Vallarta is owned by Cameron del Pacifico, S. de R.L. de C.V. d/b/a Hyatt
18 Ziva Puerto Vallarta (“Cameron”) and managed by Playa Resorts
19 Management Mexico, S. de R.L. de C.V. (“Playa Mexico”). But even that
20 information is difficult to confirm, as Defendants do not advertise that fact
21 anywhere.

22 42. The Playa Defendants jointly participate in this scheme as well.
23 At all times relevant, the represent, both affirmatively and by omission,
24 that the Hyatt Ziva Puerto Vallarta is owned and operated by the Hyatt
25 Defendants and is operated and maintained in accordance with the high
26 standards the Hyatt Defendants have created for their brand image. This
27 includes using the Hyatt name and logo, making the hotel appears as if it is
28 staffed by Hyatt personnel, accepting the benefits of the Hyatt Defendants’

1 marketing campaigns despite knowing the campaigns are misleading, and
2 declining to inform customers in any meaningful way that the Hyatt Ziva
3 Puerto Vallarta is not directly owned or operated by the Hyatt Defendants.

4 43. All Defendants are motivated to drive customer traffic to the
5 Hyatt Ziva Puerto Vallarta because Defendants receive a percentage of the
6 profits from the Hyatt Ziva Puerto Vallarta.

7 **B. In researching, booking, and paying for their stay at the Hyatt Ziva**
8 **Puerto Vallarta, the Carters dealt exclusively with Hyatt Hotels and**
9 **DOES 1-100.**

10 44. Before booking their stay at the Hyatt Ziva Puerto Vallarta, the
11 Carters had been interested in taking a trip to a Mexican resort. The Carters
12 wanted to make sure their stay would be a safe and enjoyable experience.

13 45. In addition, the Carters had recently given birth to their first
14 child, Nico. Because Nico was not yet two, they wanted to be sure that the
15 resort they chose would be safe and appropriate for a family with young
16 children and would meet the standards of a premium hotel.

17 46. The Carters had been receiving emails from the Hyatt
18 Defendants and Does 1 through 100, as well as independent travel services,
19 touting Hyatt's pedigree and status as a luxury hotelier, and also
20 mentioning the Hyatt Ziva Puerto Vallarta.

21 47. The Carters had previously stayed at a Hyatt hotel in Florida
22 and had a positive experience there. They were also very familiar with
23 Hyatt's carefully cultivated brand image through extensive marketing by
24 Hyatt Hotels and Does 1 through 100.

25 48. Defendants advertised the Hyatt Ziva Puerto Vallarta resort as
26 being suitable for "all ages," and "the perfect spot" for "family fun." The
27 Carters relied on those representations in choosing to stay at the Hyatt Ziva
28

1 Puerto Vallarta and take Nico there. They were also both members of the
2 World of Hyatt loyalty program and would earn points for the stay.

3 49. Relying on the representations made by Defendants, both
4 directly and indirectly, that the Hyatt Ziva Puerto Vallarta was suitable for
5 families with young children, and believing based on all of the facts
6 outlined above that the Hyatt Ziva Puerto Vallarta was owned and
7 operated by Hyatt and would provide safe accommodations consistent
8 with the Hyatt luxury brand, Ms. Duboshina made their reservations
9 through the Hyatt website. As a part of that process, she paid the Hyatt
10 Defendants and Does 1 through 100 to hold the reservation.

11 50. She then received confirmation of the reservations through a
12 “Hyatt Hotels and Resorts” email address and received rewards from her
13 World of Hyatt account for making the reservations.

14 51. During the entire process, she dealt only with Hyatt Hotels and
15 Does 1 through 100. She had no contact with, nor paid any money to,
16 Cameron, Playa Mexico, or Playa NV.

17 **C. Upon arriving at the Hyatt Ziva property, James Carter was forced**
18 **to sign a document that has an unenforceable and unconscionable**
19 **forum selection clause and choice of law clause.**

20 52. When the Plaintiffs were waiting to check in to the Hyatt Ziva
21 Puerto Vallarta, James Carter was asked to sign a document as a part of the
22 check in process.

23 53. Buried within that document was the following clause:

24
25 **NOTICE TO GUEST**

26 For your convenience, there is a safety deposit box in your guest room. Please note Hyatt Ziva Puerto Vallarta (the “Hotel”) is not responsible for valuables lost in guest rooms or public areas.
27 For more information on your stay, please refer to the Directory located in your guest room. The Hotel is committed to providing its guests and associates with a smoke free environment.
28 Smoking is not permitted in any guest room. Failure to comply with this prohibition will result in a room recovery fee of \$5,000 pesos in order to restore the guest room to a smoke free condition. Smoking is permitted in designated areas only. The possession and/or use of illegal drugs is strictly prohibited throughout the Hotel premises. You will be responsible for all damage to Hotel premises caused by you and/or your accompanying guests. Any disturbances or harassing behaviors attributed to you and/or your accompanying guests may cause your/their immediate removal and/or ban from the Hotel premises. You acknowledge and agree that the Hotel is not responsible for any goods and/or services (including tours) purchased by you and/or your accompanying guests outside of the Hotel’s premises (including the beach area), from any external third parties not affiliated with the Hotel, and hereby release the Hotel from any liability in connection with such purchases. By signing this document, you hereby acknowledge and agree (on behalf of yourself and any accompanying individual staying in the same guest room), that all services provided at the Hotel premises are subject to applicable laws and regulations in Mexico. As a result, any incident, complaint, demand, claim or legal proceeding will be submitted to the exclusive jurisdiction of the Mexican courts and subject to Mexican laws and regulations. You, on behalf of yourself and any accompanying individuals staying in the same guest room, hereby expressly waive any right to challenge jurisdiction or venue in such courts (or applicable law) due to your current or future place of residence or nationality.

1 54. Though difficult to tell from the tiny print and the fact that the
2 paragraph starts with a discussion of safety deposit boxes, this paragraph
3 has buried in the middle of it a forum selection and choice of law clause
4 specifying Mexico as the forum and Mexican law as the applicable law.

5 55. James Carter was presented with this document as a part of the
6 check-in process. None of the terms were highlighted for him nor
7 explained to him by anyone at the hotel, nor was he given an opportunity
8 to negotiate any of the terms. He was in a very unequal bargaining position
9 compared to the hotel. The manner of presentation reasonably led him to
10 believe he had to sign the document “as is” to be able to complete the check
11 in process.

12 56. This was the first time during any part of the booking or
13 traveling process that any forum selection clause or choice of law clause
14 was presented to the Plaintiffs. Defendants did not advise them at any time
15 prior to their arrival at the hotel that they would be presented with a forum
16 selection or choice of law clause. Meaning, by the time this clause was
17 presented to them, they had already booked their stay, paid for their
18 flights, and traveled to the hotel.

19 57. Before this trip, Plaintiffs had never stayed at an international
20 Hyatt resort and had never previously seen or been made aware of forum
21 selection and choice of law clauses at such resorts.

22 58. Given the manner of presentation and the fact that the forum
23 selection clause and choice of law clause are reproduced in tiny print in the
24 middle of an unrelated paragraph, Plaintiff James Carter did not see it
25 before signing the document. It was not reasonably communicated to him.

26 59. Additionally, none of the named Defendants herein are parties
27 to that document, nor is there any suggestion that they are intended third
28 party beneficiaries. And although Defendants misleadingly hold out the

1 Hyatt Ziva Puerto Vallarta as a Hyatt property, they deny that they have
2 any ownership or management responsibilities at that hotel.

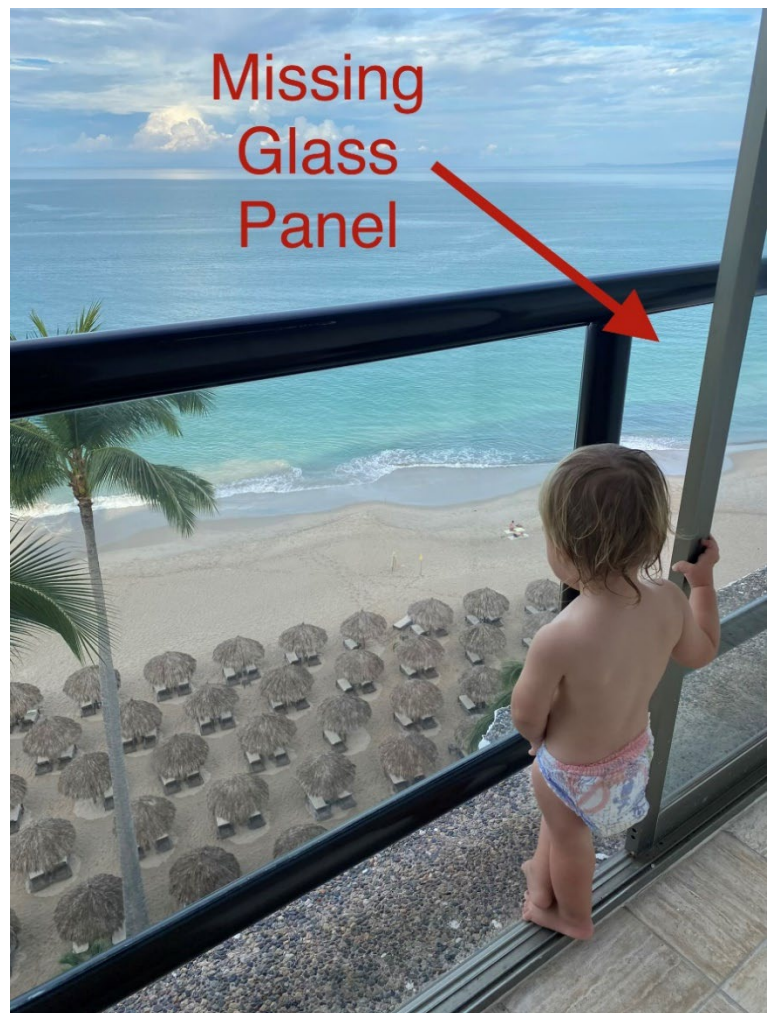
3 60. As such, the forum selection and choice of law clauses are
4 procedurally and substantively unconscionable and unenforceable.

5 **D. Young Nico falls to his death because of the negligence of Hyatt**
6 **Hotels and DOES 1 through 100.**

7 61. On or about October 11, 2021, the Carters and their toddler son
8 Nico were staying as guests at the Hyatt Ziva hotel in Puerto Vallarta,
9 Mexico. They were assigned a room on the ninth floor.

10 61. On or about October 11, 2021, the ninth floor of the Hyatt Ziva
11 Puerto Vallarta featured a common area balcony by the elevator that had
12 floor-level windows, as shown in the picture to the right. This
13 configuration was created and
14 allowed to persist despite the
15 building being a high-rise
16 structure.

17 62. There were glass
18 doors in front of this open area
19 which, when opened (as they
20 were usually left, including on
21 this day), revealed a partial
22 railing. The top part of this
23 balcony area was open air and
24 the bottom part, as shown by
25 the black railings, is supposed to
26 be closed off with solid safety
27 glass. However, the safety glass
28 panels at this location were



1 removed, a fact not known to the Carters.

2 63. By itself, this design, which was either created by or approved
3 of by Defendants was dangerous enough to families with young children.
4 But even worse, on or about October 11, 2021, one part of the enclosed area
5 was inexplicably missing its safety glass panel.

6 64. Despite this missing
7 panel, access to the area that day
8 was not restricted in any way and
9 there were no markings, cones,
10 warnings, tape, or any other
11 indicators that would allow hotel
12 guests to know the panel was
13 missing. And since the panels are
14 clear, it was not possible for the
15 Carters to visibly discern that one
16 of the panels was absent. The
17 danger was invisible to the Carters.



18 65. The design of this
19 balcony was all the more dangerous because there were other identical
20 balconies throughout the hotel, including the one attached to the Carters'
21 room, that did have safety glass panels covering this portion of the
22 balcony. It is completely reasonable that hotel guests would believe this
23 common room balcony had the same protective safety glass that the
24 identical balconies in their rooms had.

25 66. The incredibly dangerous and misleading configuration of the
26 common area balcony was all it took to end young Nico's life. On or about
27 October 11, 2021, the Carters were starting their day. Anastasia was
28 preparing a backpack with beach items and food for Nico, while James

1 Carter was standing in the common area with Nico.

2 67. Anastasia walked out of the hotel room door to let James and
3 Nico know she was ready when she suddenly heard a horrible scream from
4 her husband. Nico had stepped onto the balcony between the open sliding
5 door and the part of the railing that was missing the panel, and plunged
6 more than 100 feet below to a concrete deck area.

7 68. Nico was pronounced dead at the scene.

8 **FIRST CAUSE OF ACTION**

9 **Wrongful Death - Vicarious Liability**

10 **(As to all Defendants)**

11 69. Plaintiffs reallege and incorporate by reference each and every
12 allegation stated above as though fully set for herein.

13 70. As set forth above, Defendants jointly and intentionally or
14 carelessly created the impression that the Hyatt Ziva Puerto Vallarta and
15 its owners and operators, including Cameron and Playa Mexico and their
16 employees and agents, were the employees and agents of the Hyatt
17 Defendants.

18 71. Defendants did this through a joint, carefully crafted and
19 orchestrated campaign to lure visitors to the Hyatt Ziva Puerto Vallarta by
20 creating the false impression that it is owned and operated by the Hyatt
21 Defendants, that the employees and agents at the Hyatt Ziva Puerto
22 Vallarta are employees and agents of the Hyatt Defendants, and that the
23 Hyatt Ziva Puerto Vallarta was maintained to the high safety standards
24 Hyatt touts for all of its properties.

25 72. Plaintiffs James Carter and Anastasia Duboshina reasonably
26 believed the marketing and representations made by Defendants about the
27 Hyatt Ziva Puerto Vallarta and its owners and operators and that the
28 employees and agents at the Hyatt Ziva Puerto Vallarta are employees and

1 agents of the Hyatt Defendants.

2 73. Plaintiffs James Carter and Anastasia Duboshina reasonably
3 relied to their detriment on the marketing and representations made by
4 Defendants about the Hyatt Ziva Puerto Vallarta and its owners and
5 operators in deciding to book their family vacation at the Hyatt Ziva
6 Puerto Vallarta.

7 74. Because of the marketing and misrepresentations/omissions
8 made by Defendants, Plaintiffs ended up staying at a resort hotel that was
9 negligently owned, operated, and maintained and that had multiple
10 dangerous conditions that were not visible to a layperson.

11 75. Because of this joint venture relationship, each Defendant is
12 jointly liable for the tortious conduct of the remaining Defendants.

13 76. Additionally, because of their agency relationship, Defendants
14 are vicariously liable for the negligence of Cameron, Playa Mexico, and any
15 other business entity responsible for the ownership, operation, and
16 maintenance of the Hyatt Ziva Puerto Vallarta, and their employees and
17 agents.

18 77. This negligence includes, among other things, creating a
19 dangerous condition on the Hyatt Ziva Puerto Vallarta premises, or
20 allowing it to exist despite actual or constructive knowledge of its
21 existence, and failing to provide any warnings of this condition or take any
22 protective measures to guard against this dangerous condition.

23 78. In addition, Defendants are directly liable for their involvement
24 in creating and maintaining the dangerous condition described herein and
25 in failing to properly inspect or repair the dangerous condition.

26 79. Defendants are thus liable for misrepresenting, both
27 affirmatively and by omission, the qualities and characteristics of the Hyatt
28 Ziva Puerto Vallarta. Defendants are also liable for negligently creating,

1 building, modifying, operating, managing, and supervising the Hyatt Ziva
2 Puerto Vallarta premises, including the windowless balcony on the ninth-
3 floor elevator bay area more than 100 feet above a concrete walkway
4 below. This negligence created a hidden, camouflaged, hazardous,
5 invisible, and dangerous condition of property that caused Decedent's fall
6 and death.

7 80. Defendants, through their agents, were negligent in that they
8 failed to use reasonable care to keep the Hyatt Ziva Puerto Vallarta in a
9 reasonably safe condition and to discover the unsafe condition at that
10 property. Defendants, through their agents, also failed to warn the
11 Plaintiffs and Decedent of that dangerous, defective, and unsafe condition,
12 although the Defendants knew, or in the exercise of ordinary care should
13 have known of that condition. Furthermore, Defendants failed to fix or
14 remedy the dangerous condition despite their actual or constructive
15 knowledge of that condition, and failed to guard against that condition by
16 providing protective barriers or warnings or restricting guest access to the
17 area where the dangerous condition existed.

18 81. By failing to properly maintain, own, construct, build, manage,
19 operate, assemble, set-up, design, sign, inspect, modify, repair, control,
20 survey, plan, approve, staff, supervise, promote, and advertise the Hyatt
21 Ziva Puerto Vallarta, Decedent Nico Carter was fatally injured, as alleged
22 above, and Defendants, and each of them, were negligent and breached
23 their duty of due care owed to Plaintiffs' Decedent and to Plaintiffs'
24 Decedent's family, including Plaintiffs.

25 82. Defendants also negligently and carelessly, employed,
26 supervised, hired, trained, controlled, screened, sponsored, directed, and
27 managed their employees and personnel at the Hyatt Ziva Puerto Vallarta,
28 including hotel staff and management, and failed to investigate the skill,

1 competence, ability and prior conduct of hotel staff and management, to
2 determine whether they could perform their job duties in a reasonable
3 manner.

4 83. The employees and personnel at the Hyatt Ziva Puerto Vallarta
5 were unfit to perform the job duties required of them and performed their
6 duties in a negligent and careless manner so as to cause Decedent Nico
7 Carter's fatal injuries described above.

8 84. Defendants knew or should have known that the hotel staff and
9 management employees at the Hyatt Ziva Puerto Vallarta were unfit to
10 perform their job requirements and Defendants were negligent in hiring
11 and supervising hotel staff and management, so as to legally cause the
12 injuries suffered by Decedent Nico Carter.

13 85. As a direct and legal result of the negligence and carelessness of
14 the Defendants, directly and indirectly, Decedent Nico Carter fell to his
15 death from the dangerous, hazardous, and unsafe condition at the Hyatt
16 Ziva Puerto Vallarta that the Defendants created and failed to repair,
17 protect against, or warn about.

18 86. As a direct and legal result of the negligence and carelessness of
19 the Defendants, Plaintiffs sustained damages from the wrongful death of
20 Nico Carter and are entitled to recover all damages allowed under law,
21 including damages for the value of Nico Carter's life, loss of financial
22 support, future contributions and pecuniary benefits, loss of gifts or
23 benefits, services, loss of love, companionship, comfort, care, assistance,
24 protection, affection, society, and moral support, and Decedent's survivors
25 were caused to incur funeral and burial expenses, and other damages, and
26 are thus entitled to recover fair and reasonable monetary compensation for
27 those damages.

28 87. As a direct and legal result of the negligence and carelessness of

1 the Defendants, Decedent Nico Carter experienced conscious terror,
2 anguish, and physical pain and suffering before his death. Plaintiffs, as the
3 successors in interest to the estate of Nico Carter, are entitled to recover all
4 survivorship damages, including for Nico's pre-death noneconomic
5 damages.

6 SECOND CAUSE OF ACTION

7 **Violation of the California Consumer Legal Remedies Act**

8 **Cal. Civ. Code §§ 1750, *et seq.***

9 **(As to all Defendants)**

10 88. Plaintiffs incorporate by reference all allegations in this
11 Complaint as though fully set forth herein.

12 89. Defendants and Plaintiffs are "persons" within the meaning of
13 Cal. Civ. Code § 1761(c). Plaintiffs are "consumers" within the meaning of
14 Cal. Civ. Code § 1761(d).

15 90. The California Consumer Legal Remedies Act ("CLRA")
16 prohibits "unfair or deceptive acts or practices undertaken by any person
17 in a transaction intended to result or which results in the sale or lease of
18 goods or services to any consumer[.]" Cal. Civ. Code § 1770(a).

19 91. In the course of their business, Defendants, directly and
20 indirectly, violated the CLRA as detailed above. Specifically, in developing
21 and orchestrating a comprehensive and carefully tailored resort marketing
22 and operation plan that leads consumers, including Plaintiffs, to reasonably
23 believe the Hyatt Ziva Puerto Vallarta, and other Hyatt resorts, are owned,
24 operated, managed, or overseen by the Hyatt Defendants rather than
25 independent entities. In doing these acts, Defendants engaged in one or
26 more of the following unfair or deceptive acts or practices as defined in
27 Cal. Civ. Code § 1770(a):

28 (a) Representing that the Hyatt Ziva Puerto Vallarta has the

1 approval, characteristics, uses, or benefits that it does not have;

2 (b) Representing that the Hyatt Ziva Puerto Vallarta is of a
3 particular standard, quality, and grade when it is not; and

4 (c) Advertising luxury accommodations at the Hyatt Ziva Puerto
5 Vallarta with the intent not to sell or lease them as advertised.

6 92. Defendants' scheme and concealment of the true characteristics
7 of the Hyatt Ziva Puerto Vallarta were material to Plaintiffs, as Defendants
8 intended. Had they known the truth, Plaintiffs would not have purchased a
9 stay at the Hyatt Ziva Puerto Vallarta.

10 93. Plaintiffs had no way of discerning that Defendants'
11 representations were false and misleading, or otherwise learning the facts
12 that Defendants had concealed or failed to disclose, because Defendants'
13 marketing campaign was comprehensive and sophisticated, and
14 Defendants conceal their internal business operations from the public.
15 Plaintiffs did not, and could not, unravel Defendants' deception on their
16 own.

17 94. Defendants had an ongoing duty to Plaintiffs to refrain from
18 unfair and deceptive practices under the CLRA in the course of their
19 business. Specifically, Defendants owed Plaintiffs a duty to disclose all the
20 material facts concerning the actual arrangements and operating structure
21 of the Hyatt Ziva Puerto Vallarta because they possessed exclusive
22 knowledge which they intentionally concealed from Plaintiffs, and they
23 made misrepresentations that were rendered misleading because they were
24 contradicted by withheld facts.

25 95. Plaintiffs suffered ascertainable loss and actual damages as a
26 direct and proximate result of Defendants' concealment,
27 misrepresentations, and/or failure to disclose material information.

28 96. Defendants' violations present a continuing risk to Plaintiffs as

1 well as to the general public. Defendants' unlawful acts and practices
2 complained of herein affect the public interest.

3 97. Pursuant to Cal. Civ. Code § 1780(a), Plaintiffs seek an order
4 enjoining Defendants' unfair and/or deceptive acts or practices, and any
5 other just and proper relief available under the CLRA.

6 98. On September 28, 2023, Plaintiffs sent a notice letter to
7 Defendants complying with Cal. Civ. Code § 1780(b). Should Defendants
8 fail to correct all of the violations of the CLRA set forth herein within 30
9 days, Plaintiffs will seek leave to amend this Complaint to seek actual
10 damages.

11 99. Pursuant to section 1782(d) of the CLRA, attached hereto as
12 **Exhibit 3** is the affidavit showing that this action has been commenced in
13 the proper forum.

14 **THIRD CAUSE OF ACTION**

15 **Deceit by Misrepresentation/Omission**

16 **(As to all Defendants)**

17 100. Plaintiffs reallege and incorporate by reference each and every
18 allegation stated above as though fully set forth herein.

19 101. At all times herein relevant, Defendants represented and held
20 out to the public that the Hyatt Ziva Puerto Vallarta is a Hyatt property
21 and is operated in accordance Hyatt's claimed luxury resort standards.
22 Defendants made these representations knowing that they were false, and
23 with the intention to have vacationers such as Plaintiffs rely on those
24 representations and book stays at the Hyatt Ziva Puerto Vallarta.

25 102. The Hyatt Defendants represent, either directly or by
26 implication and omission, that they directly control how Hyatt branded
27 hotels should be run, managed, and operated. And the Playa Defendants,
28 who are well aware of these representations and omissions by the Hyatt

1 Defendants, purposefully omit telling travelers such as Plaintiffs that they
2 aren't true. Defendants' actions towards the public would lead any
3 reasonable person to believe the Hyatt Ziva Puerto Vallarta was
4 Defendants' agent and that Defendants stood behind the Hyatt Ziva Puerto
5 Vallarta. Plaintiffs James Carter and Anastasia Duboshina relied on that in
6 booking their trip to the Hyatt Ziva Puerto Vallarta, and they did so
7 reasonably.

8 103. The above statements and representations by Defendants
9 through 100 were false. Additionally, Defendants omitted material
10 information that a reasonable consumer would rely on, rendering other
11 statements misleading or false. Defendants nevertheless intended for
12 Plaintiffs to rely on its direct and implied representations about the safety
13 and security of its hotel, and Plaintiff did so rely.

14 104. As a result of Plaintiffs' reliance on Hyatt Hotel's false
15 representations, Plaintiffs booked a stay at the Hyatt Ziva Puerto Vallarta
16 and were injured and suffered damages in connection with the wrongful
17 death of their child, Nico James Carter, as alleged above.

18 FOURTH CAUSE OF ACTION

19 **Negligent Infliction of Emotional Distress**

20 **(As to all Defendants)**

21 105. Plaintiffs reallege and incorporate by reference each and every
22 allegation stated above as though fully set forth herein.

23 106. Plaintiffs James Carter and Anastasia Duboshina are the father
24 and mother. Respectively, of Decedent Nico James Carter.

25 107. At all times relevant, Defendants, through their agents, owned,
26 operated, designed, leased, rented, advertised, supervised, maintained,
27 inspected, modified, repaired, oversaw, possessed, and controlled the
28 Hyatt Ziva Puerto Vallarta.

1 108. As a direct and legal result of the negligence and statutory
2 violations by Defendants, individually and through their agents, Plaintiffs
3 were caused severe emotional distress and mental suffering, anguish,
4 fright, horror, nervousness, grief, anxiety, worry, and shock when they
5 perceived their son being seriously and fatally injured.

6 109. At the time Decedent Nico Carter fell to his death, Plaintiffs
7 were contemporaneously aware that Defendants' conduct was causing
8 injury and death to their toddler son, Decedent Nico Carter.

9 110. At all times relevant, it was foreseeable that such
10 contemporaneous observance by Plaintiffs would result in serious and
11 severe emotional pain and suffering and permanent psychological damage.

12 111. Defendants' carelessness, negligence, and violation of statutes
13 was a substantial factor in causing Plaintiffs' severe emotional distress and
14 mental suffering, anguish, fright, horror, nervousness, grief, anxiety, worry
15 and shock.

16 112. As a direct and legal result of the dangerous and negligent
17 conduct of Defendants Hyatt Hotels and DOES 1 through 100, Plaintiffs
18 suffered, and will continue to suffer, severe emotional distress, mental
19 pain, all to their general damage in a sum to be determined according to
20 proof.

21 **WHEREFORE**, Plaintiffs pray for judgment against the Defendants,
22 and each of them, as follows:

- 23 1. For wrongful death damages according to proof;
- 24 2. For damages that would have survived under law had Nico
25 Carter survived;
- 26 3. For medical expenses, loss of earnings and earnings capacity
27 and all incidental expenses according to proof;
- 28 4. For interest from the date of incident to the time of judgment;

1 5. For appropriate injunctive relief barring Defendants from
2 continuing to engage in the wrongful conduct alleged herein;

3 6. For damages for severe emotional distress caused by
4 contemporaneously observing the death of their son due to Defendants'
5 misconduct;

6 7. For costs of suit incurred herein; and

7 8. For such further relief as the Court deems proper.
8

9 **DEMAND FOR JURY TRIAL**

10 NOTICE IS HEREBY GIVEN that plaintiffs demand trial by jury in
11 the above-captioned matter.
12

13 Dated: October 5, 2023

CASEY GERRY SCHENK
FRANCAVILLA BLATT & PENFIELD, LLP

15 s/Robert J. Francavilla
16 By: _____
17 ROBERT J. FRANCAVILLA
18 *rjf@cglaw.com*
19 Attorneys for Plaintiffs
20
21
22
23
24
25
26
27
28

Exhibit 1

1 Robert J. Francavilla, SBN 110429
rjf@cglaw.com

2 Jeremy K. Robinson, SBN 188325
jrobinson@cglaw.com

3 David S. Casey, III, SBN 325599
caseyd@cglaw.com

4 **CASEY GERRY SCHENK**
5 **FRANCAVILLA BLATT &**
6 **PENFIELD, LLP**

7 110 Laurel Street

8 San Diego, CA 92101

9 Telephone: (619) 238-1811

Facsimile: (619) 544-9232

E-service: *eservice@cglaw.com*

10 Attorneys for Plaintiffs

11
12 **UNITED STATES DISTRICT COURT**
13 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**
14

15 JAMES CARTER, an individual, and
16 ANASTASIA DUBOSHINA,
an individual,

17 Plaintiffs,

18 v.

19 HYATT HOTELS CORPORATION,
20 HYATT CORPORATION, PLAYA
21 RESORTS MANAGEMENT, LLC,
PLAYA MANAGEMENT USA, LLC,
and DOES 1 through 100,

22 Defendants.
23

CASE NO. **'23CV1838 BAS AHG**

Declaration of Anastasia Duboshina
Under Code of Civil Procedure
Section 377.32

24 Pursuant to California Code of Civil Procedure § 377.32, I, Anastasia
25 Duboshina, declare as follows:

26 1. I make the following declaration on my own knowledge, and if
27 called as a witness in the above-captioned matter, I could testify
28 competently to this information.

1 2. This Declaration is being made in connection with the
2 Complaint being concurrently filed in this matter.

3 3. I am the biological mother of decedent Nico James Carter. Nico
4 passed away on or about October 11, 2021 in Puerto Vallarta, Mexico when
5 he fell from an open and unguarded balcony area that was missing a
6 protective plexiglass pane. The fall happened at the Hyatt Ziva Puerto
7 Vallarta.

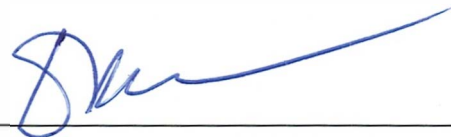
8 4. No proceeding is now pending in California or elsewhere for
9 the administration of the decedent's estate.

10 5. Pursuant to California Code of Civil Procedure § 377.60, I am
11 the decedent's successor in interest (as defined in Section 377.11 of the
12 California Code of Civil Procedure) and succeed to the decedent's interest
13 in the action or proceeding.

14 6. No other person has a superior right to commence the action or
15 proceeding or to be substituted for the decedent in the pending action or
16 proceeding.

17 7. A certified copy of the decedent's death certificate is attached to
18 the Complaint, pursuant to CCP § 377.32(c).

19 8. I affirm or declare under penalty of perjury under the laws of
20 the State of California that the foregoing is true and correct. Executed on
21 August 28, 2023, at San Diego, California.

22
23 

24 _____
Anastasia Duboshina

Exhibit 2



ESTADOS UNIDOS MEXICANOS
ESTADO LIBRE Y SOBERANO DE JALISCO
REGISTRO CIVIL



ACTA DE DEFUNCIÓN

CURP: -----

OFICIALÍA No. 0001	LIBRO No. 9	ACTA No. 1625	FOJA No. 1625	LOCALIDAD PUERTO VALLARTA	FECHA DE REGISTRO DÍA MES AÑO 11/OCTUBRE/2021
MUNICIPIO PUERTO VALLARTA			ENTIDAD FEDERATIVA JALISCO		
DATOS DEL FINADO					
NICO JAMES		CARTER		SEXO: MASCULINO <input checked="" type="radio"/> FEMENINO <input type="radio"/>	
(NOMBRE(S))		(PRIMER APELLIDO)		(SEGUNDO APELLIDO)	
EDO. CIVIL: SOLTERO(A)	NACIONALIDAD: ESTADOUNIDENSE		EDAD: 1 años 11 meses 13	28/10/2019	
		AÑOS MESES DÍAS HORAS		FECHA NAC. (DÍA MES AÑO)	
DOMICILIO: 12661 PORTADA PLACE					
SAN DIEGO				CALIFORNIA	ESTADOS UNIDOS DE
(LOCALIDAD)		(MUNICIPIO)		(ENTIDAD)	(PAÍS)
LUGAR DE NACIMIENTO: POWAY					
				CALIFORNIA	ESTADOS UNIDOS
(LOCALIDAD)		(MUNICIPIO)		(ENTIDAD)	(PAÍS)
NOMBRE DEL CÓNYUGE: ----- NACIONALIDAD: -----					
NOMBRE PROGENITOR 1: JAMES VAUGHN CARTER -----				NACIONALIDAD: ESTADOUNIDENSE	
NOMBRE PROGENITOR 2: ANASTASIA DUBOSHINA -----				NACIONALIDAD: ESTADOUNIDENSE	
FALLECIMIENTO					
FECHA DE DEFUNCIÓN: 11/10/2021		HORA: 10:00:00			
		DÍA MES AÑO			
LUGAR: CARRETERA BARRA DE NAVIDAD KM.3.5, COLONIA ZONA HOTELERA SUR, CP 48390, PUERTO VALLARTA, PUERTO VALLARTA. CERTIFICADO No: 210443372					
(LOCALIDAD)		(MUNICIPIO)		(ENTIDAD)	(PAÍS)
DESTINO DEL CADÁVER: INHUMACIÓN PANTEÓN O CREMATORIO: A CUAL CORRESPONDA					
UBICACIÓN: SAN DIEGO, CALIFORNIA, ESTADOS UNIDOS DE AMERICA				ORDEN No. 0	
DONDE FALLECIÓ: OTRO LUGAR					
CAUSA DE LA MUERTE:					
PARTE I.-A)HEMORRAGIA CEREBRAL. B)CONTUSIÓN DE CRÁNEO DE 3ER. GRADO.					
TIPO DE DEFUNCIÓN: MUERTE ACCIDENTAL O VIOLENTA					
NOMBRE DEL MÉDICO QUE CERTIFICÓ LA DEFUNCIÓN: GONZALO SOTO GUERRERO					
No. DE CÉDULA PROFESIONAL: 12225479					
DOMICILIO: AVENIDA LUIS DONALDO COLOSIO, 658-A, COLONIA LÁZARO CÁRDENAS, PUERTO VALLARTA, PUERTO VALLARTA.					
DECLARANTE					
NOMBRE: JAMES VAUGHN CARTER -----				EDAD: 42	
NACIONALIDAD: ESTADOUNIDENSE		PARENTESCO:		PADRE	
DOMICILIO: 12661 PORTADA PLACE, SAN DIEGO, CALIFORNIA, ESTADOS UNIDOS DE AMERICA					
TESTIGOS					
NOMBRE: ANASTASIA DUBOSHINA -----		NACIONALIDAD: ESTADOUNIDENSE		EDAD: 37	
DOMICILIO: 12661 PORTADA PLACE, SAN DIEGO, CALIFORNIA, ESTADOS UNIDOS DE AMERICA					
PARENTESCO: MADRE					
NOMBRE: LISANDRA NOEMI PEREZ CISNEROS		NACIONALIDAD: MEXICANA		EDAD: 25	
DOMICILIO: JUAN DE LA BARRERA, 211, COLONIA NIÑOS HEROES, PUERTO VALLARTA, PUERTO VALLARTA, JALISCO, MEXICO					
PARENTESCO: NINGUNO					
FIRMAS					
TESTIGO		DECLARANTE		TESTIGO	
ANOTACIONES: EL CUERPO SERA TRASLADADO PARA SU INHUMACIÓN A SAN DIEGO, CALIFORNIA, U.S.A. CON LA AUT. DEL LICENCIADO ALBERTO GUTIÉRREZ PÉREZ, BAJO CARPETA DE INVESTIGACIÓN NO JUDICIALIZABLE: 2431/2021. OFICIO: 1010/2021. GIRADO A ESTA OFICINA EL DÍA EN QUE ACTÚA.					

SE DIÓ LECTURA A LA PRESENTE ACTA Y CONFORMES CON SU CONTENIDO LA RATIFICAN Y FIRMAN QUIENES EN ELLA INTERVINERON Y SABEN HACERLO Y QUIENES NO IMPRIMEN SU HUELLA DIGITAL, DOY FE.



FIRMA ELECTRONICA

VG 9t bz o5 fE xp Yn Jv Oj l8 Rm 9q YT ox Nj l1 fE Fj dG E6 MT Yy NX xF bn Rp ZG Fk Ok pB TE IT Q0 98 TX Vu aW Np cG lv OI BV RV JU Ty BW QU xM QV JU QX xG aW 5h ZG 66 Tk ID Ty BK QU 1F Uy BD QV JU RV Ig IE 0g Mj gv MT Av Mj Ax OS Ag IF BV RV JU Ty BW QU xM QV JU QS BF U1 RB RE 9V Tk IE RU ET RS BF U1 RB RE 9T IF VO SU RP Uy BE RS BB TU VS SU NB IC





SECRETARIA DE SALUD CERTIFICADO DE DEFUNCIÓN

ANTES DE LLENAR LEA LAS INSTRUCCIONES EN EL REVERSO

Modelo 2017.1
210443372 210443372 210443372 210443372 210443372
210443372
SECRETARIA DE SALUD

ENTREGUE EL ORIGINAL, LA 1ª COPIA (ROSA) Y LA 2ª COPIA (AZUL) AL REGISTRO CIVIL PARA OBTENER EL ACTA DE DEFUNCIÓN

LOS DATOS PERSONALES ESTÁN PROTEGIDOS CONFORME A LA LEY GENERAL DE PROTECCIÓN DE DATOS PERSONALES EN POSESIÓN DE SUJETOS OBLIGADOS Y LA LEY FEDERAL DE PROTECCIÓN DE DATOS PERSONALES EN POSESIÓN DE LOS PARTICULARES

DEL FALLECIDO

1. NOMBRE DEL FALLECIDO(A) NICO JAMES CARRERIZ
Nombre(s) CARRERIZ Primer Apellido Segundo Apellido

2. FECHA DE NACIMIENTO 28/10/2019
Día Mes Año

3. SEXO Hombre 1 Mujer 2 Se ignora 9

4. ENTIDAD DE NACIMIENTO ESTADOS UNIDOS DE AMERICA
Entidad federativa o país (si nació en el extranjero)

5. CURP Se ignora 99

6. ¿HABLABA ALGUNA LENGUA INDIGENA? Si 1 No 2 Se ignora 9

7. NACIONALIDAD Mexicana 1 Otra 2 → ESTADOUNIDENSE Se ignora 9

8. EDAD CUMPLIDA Para menores de una hora Minutos Para menores de un día Horas Para menores de un mes Días Para menores de un año Meses Para personas de un año o más Años cumplidos 01 Se ignora 9

8.1 Folio del Certificado de Nacimiento: 8.2 Semanas de gestación: 8.3 Peso (gramos):

9. ESTADO CONYUGAL Separado(a) 6 Viudo(a) 2 Casado(a) 5
En unión libre 4 Divorciado(a) 3 Soltero(a) 1 Se ignora 9

10. RESIDENCIA HABITUAL Anote el domicilio permanente donde vivía el fallecido (a) 12661 PORTOZO PLACE
10.1 Tipo de vialidad 10.2 Nombre de la vialidad

10.3 Núm. Exterior 10.4 Núm. Interior 10.5 Tipo de asentamiento humano 10.6 Nombre del asentamiento humano
48390 PUNTO VALLEJO COLONIAS ESTADOS UNIDOS DE AMERICA

10.7 Código Postal 10.8 Localidad 10.9 Municipio o Alcaldía 10.10 Entidad federativa o país (si residía en el extranjero)

11. ESCOLARIDAD Ninguna 1 Preescolar 12 Primaria 3 Secundaria 5
Bachillerato o preparatoria 7 Profesional 8 Posgrado 10 Se ignora 99

11.1 La escolaridad seleccionada es: Completa 1 Incompleta 2

12. OCUPACIÓN HABITUAL MEMORIZ Se ignora 99

12.1 Trabajaba Sí 1 No 2 Se ignora 9

13. AFILIACIÓN A SERVICIOS DE SALUD Ninguna 1 ISSSTE 3 SEDENA 5 Seguro Popular 7 Otra 8
IMSS 2 PEMEX 4 SEMAR 6 IMSS PROSPERA 10 Se ignora 99

13.1 Número de seguridad social o afiliación

DE LA DEFUNCIÓN

14. SITIO DONDE SUCEDIÓ LA DEFUNCIÓN Secretaría de Salud 1 IMSS 3 PEMEX 5 SEMAR 7
IMSS PROSPERA 2 ISSSTE 4 SEDENA 6 Otra unidad pública 8 Unidad médica privada 9

14.1 Nombre de la unidad médica CARRERIZERA 14.2 Clave Única de Establecimientos de Salud (CLUES) BARRA DE NAUSSO 12m 3.5

15. DOMICILIO DONDE SUCEDIÓ LA DEFUNCIÓN COLONIAS 15.1 Tipo de vialidad ZONA HOTELERA SUR 15.2 Nombre de la vialidad
48390 15.3 Núm. Exterior 15.4 Núm. Interior 15.5 Tipo de asentamiento humano 15.6 Nombre del asentamiento humano
PUNTO VALLEJO 15.7 Código Postal 15.8 Localidad 15.9 Municipio o Alcaldía 15.10 Entidad federativa
JALISCO

16. FECHA Y HORA DE LA DEFUNCIÓN 11/10/2021 11:00
Día Mes Año Horas Minutos

17. ¿TUVO ATENCIÓN MÉDICA DURANTE LA ENFERMEDAD O LESIÓN ANTES DE LA MUERTE? Sí 1 No 2 Se ignora 9

18. ¿SE PRACTICÓ NECROPSIA? Sí 1 No 2

19. CAUSAS DE LA DEFUNCIÓN (Anote una sola causa en cada renglón. Evite señalar modos de morir - ejemplo: paro cardíaco, asfexia, etc.)
Intervalo aproximado entre el inicio de la enfermedad y la muerte
Uso exclusivo del personal codificador

PARTE I
Enfermedad, lesión o estado patológico que produjo la muerte directamente
a) HEMORRAGIA CEREBRAL
Debido a (o como consecuencia de)

Causas antecedentes
Estados morbosos, si existiera alguno, que produjeron la causa consignada arriba, mencionándose en último lugar la causa básica
b) COMISSION DE TRAMCO DE 360 GRADOS
Debido a (o como consecuencia de)

c)
Debido a (o como consecuencia de)

d)
Debido a (o como consecuencia de)

PARTE II
Otros estados patológicos significativos que contribuyeron a la muerte, pero no relacionados con la enfermedad o estado morbozo que la produjo

MUERTES ACCIDENTALES Y VIOLENTAS

21. SI LA DEFUNCIÓN CORRESPONDE A UNA MUJER DE 10 A 54 AÑOS
21.1 Especifique si la muerte ocurrió durante:
El embarazo 1 El parto 2 El puerperio 3
43 días a 11 meses después del parto o aborto 4 No estuvo embarazada en los últimos 11 meses previos a la muerte 5

21.2 ¿Las causas anotadas fueron complicaciones propias del embarazo, parto o puerperio? Sí 1 No 2

21.3 ¿Las causas anotadas complicaron el embarazo, parto o puerperio? Sí 1 No 2

20. CAUSA BÁSICA DE DEFUNCIÓN Código CIE

22. SI LA MUERTE FUE ACCIDENTAL O VIOLENTA, ESPECIFIQUE
22.1 Fue un presunto
Accidente 1 Homicidio 2 Suicidio 3 Se ignora 9

22.2 ¿Ocurrió en el desempeño de su trabajo? Sí 1 No 2 Se ignora 9

22.3 Sitio donde ocurrió la lesión
Vivienda particular 0 Área deportiva 3
Vivienda colectiva (asilo, orfanato, etc.) 1 Calle o carretera (vía pública) 4
Escuela u oficina pública 2 Área comercial o de servicio 5

22.4 Anote la relación que tenía el presunto agresor con el (la) fallecido(a)

22.5 La defunción fue registrada en el Ministerio Público con el acta número: 2431/2021

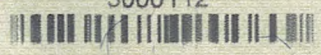
22.6 Describa brevemente la situación, circunstancia o motivos en que se produjo la lesión del presunto accidente, homicidio o suicidio
TAS CAJAS DE ANO PISO FALLECE EN EL LUAR

22.7 Anote el domicilio donde ocurrió la lesión del presunto accidente, homicidio o suicidio CARRERIZ BARRA DE NAUSSO 12m 3.5
22.7.1 Tipo de vialidad 22.7.2 Nombre de la vialidad
COLONIAS ZONA HOTELERA SUR

22.7.3 Núm. Exterior 22.7.4 Núm. Interior 22.7.5 Tipo de asentamiento humano 22.7.6 Nombre del asentamiento humano
48390 PUNTO VALLEJO COLONIAS ESTADOS UNIDOS DE AMERICA

22.7.7 Código Postal 22.7.8 Localidad 22.7.9 Municipio o Alcaldía 22.7.10 Entidad federativa
JALISCO

FOLIO
3000112



Identificador Electrónico
14067000120210087558



Clave Única de Registro de Población

Estados Unidos Mexicanos

Acta de Defunción



N° de Certificado de Defunción de la SSA
210443372

Entidad de Registro
JALISCO

Municipio de Registro
PUERTO VALLARTA

Oficialía	Libro	Acta	Fecha de Registro
0001	9	1625	11/10/2021

Datos de la Persona Fallecida:

NICO JAMES
Nombre(s):

CARTER
Primer Apellido:

Segundo Apellido:

HOMBRE
Sexo:

SOLTERO(A)
Estado Civil:

28/10/2019
Fecha de Nacimiento:

POWAY,CALIFORNIA, ESTADOS UNIDOS DE AMERICA.
Lugar de Nacimiento:

ESTADOUNIDENSE
Entidad de Registro de Nacimiento:

Nacionalidad:

Datos de la Defunción:

11/10/2021
Fecha:

10:00:00
Hora:

CARRETERA BARRA DE NAVIDAD KM.3.5, COLONIA ZONA HOTELERA
SUR, CP 49390, PUERTO VALLARTA, PUERTO VALLARTA, JALISCO,
MEXICO
Lugar:

INHUMACIÓN
Destino del Cadáver:

PARTE I.-A)HEMORRAGIA CEREBRAL. B)CONTUSIÓN DE CRÁNEO DE 3ER. GRADO.

Causas de la Defunción:

Anotaciones Marginales:	Certificación:
EL CUERPO SERA TRASLADADO PARA SU INHUMACIÓN A SAN DIEGO, CALIFORNIA,U.S.A. CON LA AUT. DEL LICENCIADO ALBERTO GUTIÉRREZ PÉREZ, BAJO CARPETA DE INVESTIGACIÓN NO JUDICIALIZABLE,2431/2021. OFICIO:1010/2021. GIRADO A ESTA OFICINA EL DÍA EN QUE ACTÚA.	Se extiende la presente copia certificada, con fundamento en los artículos 2, 6, 7, 120 y 121 fracciones I, II, III, IV, VI, VII, inciso a) de la Ley del Registro Civil de Jalisco; 4. fracción II y 6 de su Reglamento del Estado de Jalisco; y 9 de la Ley de Firma Electrónica Avanzada para el Estado de Jalisco y sus Municipios. La Firma Electrónica con la que cuenta es vigente a la fecha de expedición; tiene validez jurídica y probatoria de acuerdo a las disposiciones legales en la materia. A LOS 11 DÍAS DEL MES DE OCTUBRE DE 2021. DOY FE.



Código de Verificación
21406700012021016250

Firma Electrónica:

VG 9t bz c5 fE xp Yn Jv Oj l8 Rm 9q YT ox Nj l1 fE Fj dG E6 MT Yy NX xF bn
Rp ZG Fk Ok pB TE lT Q0 98 TX Vu aW Np cG lv Ol BV RV JU Ty BW QU xM
QV JU QX xG aW 5h ZG 86 Tk ID Ty BK QU 1F Uy BD QV JU RV lg lE Og Mj

LIC. JAIME CASTILLO COPADO
OFICIAL DEL REGISTRO CIVIL



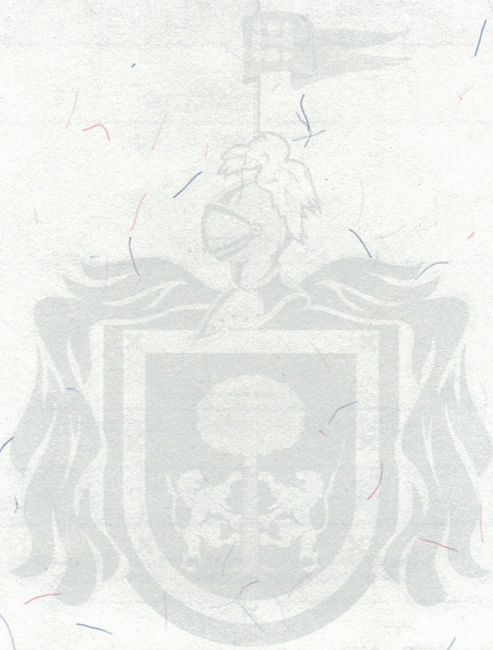


SEGOB
SECRETARÍA DE GOBERNACIÓN

DIRECCIÓN GENERAL DEL
REGISTRO NACIONAL DE POBLACIÓN
E IDENTIFICACIÓN PERSONAL



CONAFREC
Consejo Nacional de Funcionarios
del Registro Civil



Jalisco

Exhibit 3

1 Robert J. Francavilla, SBN 110429
rjf@cglaw.com

2 Jeremy K. Robinson, SBN 188325
jrobinson@cglaw.com

3 David S. Casey, III, SBN 325599
caseyd@cglaw.com

4 **CASEY GERRY SCHENK**
5 **FRANCAVILLA BLATT &**
6 **PENFIELD, LLP**

7 110 Laurel Street
8 San Diego, CA 92101

9 Telephone: (619) 238-1811

10 Facsimile: (619) 544-9232

11 E-service: *eservice@cglaw.com*

12 Attorneys for Plaintiffs

13 **UNITED STATES DISTRICT COURT**

14 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

15 JAMES CARTER, an individual, and
16 ANASTASIA DUBOSHINA,
17 an individual,

18 Plaintiffs,

19 v.

20 HYATT HOTELS CORPORATION,
21 HYATT CORPORATION, PLAYA
22 RESORTS MANAGEMENT, LLC,
23 PLAYA MANAGEMENT USA, LLC,
24 and DOES 1 through 100,

25 Defendants.

26 CASE NO. '23CV1838 BAS AHG

27 **Declaration of Anastasia**
28 **Duboshina re: venue for Consumer**
Legal Remedies Act claim

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I, Anastasia Duboshina, declare as follows:

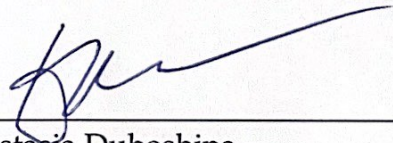
1. I make the following declaration on my own knowledge, and if called as a witness in the above-captioned matter, I could testify competently to this information.

2. I am over 18 years of age and am a Plaintiff in this case.

3. This Declaration is being made in connection with the Complaint being concurrently filed in this matter.

4. The Complaint in this action is being filed in the proper place for trial of this action because I am a resident of San Diego, as is my husband and co-Plaintiff, James Carter, the Defendants named in the Complaint do substantial business in this District, and many of the events, acts, or omissions that are the subject of this lawsuit were made, received, or acted on in this District.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 21, 2023, at San Diego, California.



Anastasia Duboshina