

H E L P I N G I N J U R E D P E O P L E



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IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, STATE OF FLORIDA
CIVIL DIVISION

Plaintiff,

vs.

CASE NO.:

DIVISION:

Defendant.

_____ /

COMPLAINT

Plaintiff (hereafter Hamilton) files this action against Defendant Select Physical Therapy f/k/a Sports & Orthopedic Rehabilitation Services, Inc. (hereafter Select Physical Therapy), and alleges as follows:

GENERAL ALLEGATIONS

1. This is an action for damages that exceed Fifteen Thousand dollars (\$15,000.00).
2. Hamilton received medical care in Pinellas County, Florida at the time of the events described below.
3. Select Physical Therapy is a for profit corporation registered to do business in Florida that provides physical therapy services in St. Petersburg Florida.
4. On September 26, 2006, Hamilton underwent a posterior lumbar decompression and microdiskectomy surgery.

5. On October 27, 2006, Hamilton presented to Select Physical Therapy for evaluation and therapy following the surgery.

6. Select Physical Therapy recommended a series of exercises to be performed daily in addition to attending therapy sessions at their facility 2 times a week for 4 weeks.

7. Hamilton experienced pain at each of the therapy sessions while performing the exercises provided to him by Select Physical Therapy. Each time he expressed his pain to the representatives of Select Physical Therapy, but the representatives instructed him to continue to perform the exercises they recommended.

8. On November 20, 2009 Select Physical Therapy informed Hamilton to discontinue the exercises due to the pain the exercises were causing.

9. Hamilton has since undergone a lumber decompression L3-L4, "redo" for recurrent disk herniation.

10. The undersigned certifies that a reasonable investigation as permitted by the circumstances has been conducted which gives rise to a good faith belief that grounds exist for an action against the named defendant in this action.

11. All conditions precedent to the maintenance of this action have occurred been waived, or have been otherwise fulfilled.

12. The representatives of Select Physical Therapy that evaluated, instructed and supervised Hamilton were employees, agents ostensible agents apparent agents and/or joint ventures of Select Physical Therapy while providing care and treatment to Hamilton.

13. Select Physical Therapy had a duty to provide physical therapy and other care which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar health care providers.

14. Select Physical Therapy, through the actions of its employees, agents, ostensible agents, apparent agents and joint venturers as described above was negligent in evaluating, instructing, supervising, and treating Hamilton, and breached the acceptable standard of care including, but not limited to the following ways:

- a. Failing to properly follow physician orders;
- b. Failing to provide proper supervision of Hamilton during therapy sessions;
- c. Instructing Mr. Hamilton to perform repetitive flexion exercises before he was physically ready to do so.

- d. Failing to stop the repetitive flexion exercises in response to Mr. Hamilton's increasing symptoms after performing them.

15. As a direct and proximate result of Select Physical Therapy, their agents, servants, and or employees' actions, inactions, errors, and omissions, Hamilton suffered additional surgery, bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, additional health care treatment, loss of ability to earn money, aggravation of a previously existing condition and other economic losses. Hamilton's losses are either permanent or continuing in nature and he will continue to suffer the losses in the future.

WHEREFORE, demands judgment against Select Physical Therapy for damages suffered in excess of \$15,000.00, pre-judgment interest, costs, and any other relief this court deems appropriate, and demands a trial by jury on all issues so triable.

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