

IN THE CIRCUIT COURT OF THE 19TH  
JUDICIAL CIRCUIT IN AND FOR ST.  
LUCIE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

L.G.

CASE NO.:

Plaintiff,

v.

TREASURE COAST SLEEP DISORDERS,  
LLC,

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiff, L.G., by and through her undersigned counsel, hereby files this Complaint against Defendant, TREASURE COAST SLEEP DISORDERS, LLC (“TREASURE COAST”), and alleges as follows:

**PARTIES AND JURISDICTION**

1. Plaintiff, L.G. is an adult female who resides in St. Lucie County, Florida.<sup>1</sup>
2. Defendant, TREASURE COAST is a Florida corporation organized and existing under the laws of the State of Florida and doing business providing healthcare related to sleep disorders. The sexual assault from which this claim arises occurred during a sleep study at TREASURE COAST which is located at 188 NW Central Park Plaza, Port St. Lucie, Florida 34986.

\_\_\_\_\_  
<sup>1</sup>Plaintiff filed this lawsuit using a pseudonym to protect her privacy and because she fears further psychological injury if her name were publicly disclosed, as this lawsuit involves facts of the utmost intimacy regarding Plaintiff’s sexual abuse. Plaintiff’s true identity is known to the Defendant and its counsel.

3. Venue properly lies in this judicial circuit in that the sexual assault of L.G., and other tortious acts, occurred in St. Lucie County. TREASURE COAST is located in St. Lucie County.

4. This Court has jurisdiction in that this is a claim for damages in excess of \$50,000.00, exclusive of interest, costs, and attorney's fees.

### **FACTUAL ALLEGATIONS**

5. At all material times, L.G. was a patient of TREASURE COAST.

6. L.G. was involved in a car accident in October 2021, which caused her to sustain various injuries and experience sleep disturbances.

7. L.G. thereafter consulted with Dr. Christopher Slack, an ear, nose and throat specialist, regarding her sleep disturbances and Dr. Slack recommended that she undergo an overnight sleep study at TREASURE COAST, a sleep center owned by him.

8. During the evening of April 5, 2022, L.G. checked in to TREASURE COAST to undergo an overnight sleep study.

9. When L.G. checked in to TREASURE COAST, she was attended to by Humberto Alejandro Perez Galvez, ("Mr. Galvez") whom L.G. understood to be a technician employed and supervised by TREASURE COAST.

10. Mr. Galvez escorted L.G. to her sleeping quarters and began to ask L.G. inappropriate questions about bars. Mr. Galvez took off his shirt and asked L.G. if he could be on the bed with her and touch her genitals. L.G. emphatically said no, but Mr. Galvez proceeded to touch, kiss and suck L.G.'s breasts. Mr. Galvez leaned on L.G.'s shoulder clavicle area which was

previously injured in an accident and proceeded to try to kiss L.G. and to touch her between her legs.

11. L.G. turned to her side to prevent Mr. Galvez from kissing her and to avoid making eye contact with him. Mr. Galvez then left the room.

12. As soon as Mr. Galvez left the room, L.G. texted her mom and told her to notify the police. L.G. was cognizant of the fact that Mr. Galvez was the only person at TREASURE COAST with her at that time.

13. As a result of the sexual assault, L.G. departed from TREASURE COAST without completing the sleep study.

14. Having been traumatized by her experience at TREASURE COAST, L.G. has not sought out a sleep study and continues to endure sleep disturbances to this day.

15. Mr. Galvez was arrested and adjudicated guilty of battery on L.G. in connection with this incident.

16. L.G. trusted Mr. Galvez because of his position of authority over her during the sleep study and his affiliation with TREASURE COAST.

17. L.G. did not invite, induce, ratify, implicitly consent, or comply with this sexual contact. To the contrary, L.G. was mortified and in shock at Mr. Galvez's actions. She was in shock and disbelief at this violation by a health care professional.

**COUNT I**  
**NEGLIGENT HIRING**

18. Plaintiff repeats and re-alleges Paragraphs 1 through 17 above.

19. At all material times, TREASURE COAST owed a duty to L.G. to use reasonable care to ensure L.G.'S safety, care, health, and well-being while she was submitting to the sleep study at its medical facility.

20. TREASURE COAST 's duties encompassed using reasonable care in the hiring of health care workers at its facility to ensure that they would not pose a threat to the safety, care, health, and well-being of their patients.

21. Specifically, this duty of reasonable care in the hiring of healthcare workers includes confirming past employment and obtaining professional references.

22. TREASURE COAST breached its duty of reasonable care in the hiring of Mr. Galvez by failing to confirm past employment and/or obtaining professional references.

23. TREASURE COAST breached its duty of reasonable care in the hiring of Mr. Galvez because, prior to the hiring of Galvez, TREASURE COAST knew, or in the exercise of reasonable care should have known, that Mr. Galvez was unfit to be working alone with female patients such as L.G., who place themselves in a vulnerable state while asleep during a sleep study.

24. Prior to the hiring of Mr. Galvez, TREASURE COAST knew, or in the exercise of reasonable care should have known, that Mr. Galvez posed a risk of perpetrating unwanted sexual contact with patients such as L.G.

25. Despite such actual or constructive knowledge, Defendant hired Mr. Galvez to work at its facility and work alone with patients such as L.G., who are in a vulnerable position in sleeping quarters where Mr. Galvez could sexually assault them.

26. As a direct and proximate cause of the foregoing, L.G. was sexually assaulted by Mr. Galvez and has suffered physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life.

**WHEREFORE**, Plaintiff, L.G., demands judgment against Defendant, TREASURE COAST, for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

**COUNT II**  
**NEGLIGENT TRAINING**

27. Plaintiff repeats and re-alleges Paragraphs 1 through 17 above.

28. At all material times, TREASURE COAST owed a duty to L.G. to use reasonable care to ensure L.G.'s safety, care, health, and well-being while she was submitting to the sleep study at its facility.

29. TREASURE COAST's duties encompassed using reasonable care in the training of healthcare workers at its facility to ensure that they would not pose a threat to the safety, care, health, and well-being of their patients.

30. TREASURE COAST breached its duty of reasonable care in the training of Mr. Galvez by failing to train him on appropriate boundaries between provider and patient and clearly communicate that sexual contact with patients of the sleep center was strictly prohibited.

31. As a direct and proximate cause of the foregoing, L.G. was sexually assaulted by Mr. Galvez and has suffered physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life.

**WHEREFORE**, Plaintiff, L.G., demands judgment against Defendant, TREASURE COAST, for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

**COUNT III**  
**NEGLIGENT SUPERVISION**

32. Plaintiff repeats and re-alleges Paragraphs 1 through 17 above.

33. At all material times, TREASURE COAST owed a duty to L.G. to use reasonable care to ensure L.G.'s safety, care, health, and well-being while she was submitting to the sleep study at its medical facility.

34. TREASURE COAST's duties encompassed using reasonable care in the supervision of health care workers at its facility to ensure that they would not pose a threat to the safety, care, health, and well-being of their patients.

35. TREASURE COAST breached its duty of reasonable care in the supervision of Mr. Galvez by allowing him to work alone with female patients during the overnight sleep studies. Further, Mr. Perez was permitted to enter L.G.'s patient room and sleeping quarters while no one else was in its facility and while the sleep study cameras were not recording his activities.

36. TREASURE COAST breached its duty of reasonable care in the supervision of Mr. Galvez by failing to ensure that he did not engage in sexual activity with patients of the sleep center.

37. TREASURE COAST breached its duty of reasonable care in the supervision of Mr. Galvez by failing to ensure that Galvez respected the boundaries of appropriate and authorized touch of patients of the sleep center.

38. TREASURE COAST breached its duty of reasonable care in the supervision of Mr. Galvez by failing to utilize surveillance cameras or other means of electronically monitoring the activity of his activities while alone with sleep study patients.

39. As a direct and proximate cause of the foregoing, L.G. was sexually assaulted by Mr. Galvez and has suffered physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life.

**WHEREFORE**, Plaintiff, L.G., demands judgment against Defendant, TREASURE COAST, for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

**COUNT IV**  
**NEGLIGENT RETENTION**

40. Plaintiff repeats and re-alleges Paragraphs 1 through 17 above.

41. At all material times, TREASURE COAST owed a duty to L.G. to use reasonable care to ensure L.G.'S safety, care, health, and well-being while she was submitting to the sleep study at its medical facility.

42. TREASURE COAST 's duties encompassed using reasonable care in the retention of health care workers at its facility to ensure that they would not pose a threat to the safety, care, health, and well-being of their patients.

43. TREASURE COAST breached its duty of reasonable care in the retention of Mr. Galvez because subsequent to his hiring but prior to the subject sexual assault, TREASURE COAST knew or in the exercise of reasonable care should have known that Mr. Galvez was unfit for the duties assigned, did not exhibit appropriate boundaries with women, did not possess the judgment or temperament to work as a massage therapist, was sexually inappropriate with females, and/or posed a risk of perpetrating unwanted sexual contact on Plaintiff.

44. As a direct and proximate cause of the foregoing, L.G. was sexually assaulted by Mr. Galvez and has suffered physical, psychological and emotional injuries, mental anguish and the loss of enjoyment of life.

**WHEREFORE**, Plaintiff, L.G., demands judgment against Defendant, TREASURE COAST, for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

**COUNT V**  
**RESPONDEAT SUPERIOR / VICARIOUS LIABILITY**

45. Plaintiff repeats and re-alleges Paragraphs 1 through 17 above.

46. At all relevant times, Mr. Galvez, was an employee and agent of TREASURE COAST

47. Mr. Galvez was authorized and entrusted by TREASURE COAST to be alone with Plaintiff in sleeping quarters and while preparing to undergo a sleep study.

48. The sexual contact described above occurred on a bed in the sleeping quarters provided by TREASURE COAST.

49. The sexual contact described above occurred during the normal business hours of TREASURE COAST and in the course and scope of the performance of Mr. Galvez's duties.

50. The initial physical contact with Plaintiff was in furtherance of the business of Defendant, TREASURE COAST.

51. Mr. Galvez was authorized to touch Plaintiff via skin-to-skin contact in order to conduct the sleep study.

52. The wrongful sexual acts of Mr. Galvez were committed in the actual or apparent course and scope of his employment or agency with TREASURE COAST when Mr. Galvez extended and converted his authorized touching into sexual contact with Plaintiff.



53. The wrongful acts were committed while Mr. Galvez was doing activity that his employment or agency contemplated.

54. Mr. Galvez was aided in accomplishing the sexual assault upon Plaintiff due to his agency relationship with TREASURE COAST. Specifically, Galvez used the authority delegated to him by TREASURE COAST to make sexual contact with Plaintiff while she was laying on a bed in her sleeping quarters, prone, in a vulnerable position as she prepared to fall asleep for her sleep study.

55. Plaintiff was in this vulnerable position with Mr. Galvez precisely because of Mr. Galvez's employment or agency relationship with TREASURE COAST.

56. Under the doctrine of *respondeat superior*, TREASURE COAST is responsible for the actions of its servant committed in the actual or apparent scope of his duties.

57. As a direct and proximate cause of the foregoing, Plaintiff has suffered injury and expense, including but not limited to, psychological and emotional injuries, mental anguish, and the loss of the enjoyment of life.

**WHEREFORE**, Plaintiff, L.G., demands judgment against Defendant, TREASURE COAST, for compensatory damages, costs and such other and further relief as this Court may deem appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial in this action.

**CERTIFICATE RE: E-FILING AND E-SERVICE**

I HEREBY CERTIFY that this Complaint was filed electronically in compliance with Florida Rules of Judicial Administration 2.515 and 2.516(e).

I FURTHER CERTIFY for purposes of service of any documents after initial process that [adam@adamhorowitzlaw.com](mailto:adam@adamhorowitzlaw.com) and [elana@adamhorowitzlaw.com](mailto:elana@adamhorowitzlaw.com) are primary.

**DATED: July 5, 2023**

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