

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

GENERAL JURISDICTION DIVISION

SABRINA ALBERT,

CASE NO:

Plaintiff,

v.

**COMPLAINT AND DEMAND
FOR JURY TRIAL**

WEST BOCA MEDICAL CENTER, INC.
dba WEST BOCA MEDICAL CENTER, a
Florida corporation; AYESHA HUSSEIN,
M.D., individually; INPHYNET SOUTH
BROWARD, LLC and PARAGON
CONTRACTING SERVICES, LLC, a Florida
limited liability company,

Defendants.

Plaintiff Sabrina Albert, sues WEST BOCA MEDICAL CENTER, INC. *dba* WEST BOCA MEDICAL CENTER, a Florida corporation; AYESHA HUSSEIN, M.D., individually; INPHYNET SOUTH BROWARD, LLC, a Florida limited liability company; and PARAGON CONTRACTING SERVICES, LLC, a Florida limited liability company, and states:

JURISDICTION, PARTIES, & VENUE

1. This is an action for damages that exceed fifty thousand dollars (\$50,000.00), exclusive of interest, costs, and attorneys' fees.
2. Defendant West Boca Medical Center, Inc., at all times relevant, has been a Florida corporation, authorized to do business and doing business in Palm Beach County, Florida. Defendant West Boca Medical Center, Inc. at all times relevant has operated a facility commonly known as "West Boca Medical Center" in Palm Beach County, Florida. Defendant West Boca Medical Center, Inc. owns the fictitious name "West Boca Medical Center."

3. Defendant Inphynet South Broward, LLC, at all times relevant, has been a Florida limited liability company, authorized to do business and doing business in Palm Beach County, Florida and employed Defendant Ayesha Hussein, M.D. at the time of her medical care and treatment of Sabrina Albert at West Boca Medical Center.

4. Defendant Paragon Contracting Services, LLC, at all times relevant, has been a Florida limited liability company, authorized to do business and doing business in Palm Beach County, Florida. Defendant Paragon Contracting Services, LLC, at all times relevant has been a staffing or management company that provides physicians for work in hospital emergency departments, and provided physicians – including but not limited to Ayesha Hussein, M.D. – to work in the facility commonly known as “West Boca Medical Center” in Palm Beach County, Florida.

5. Defendant Ayesha Hussein, M.D., at all times relevant, has been a medical doctor licensed by the State of Florida, practicing in the field of emergency medicine in Palm Beach County, Florida.

6. When Defendant Ayesha Hussein, M.D., provided care to Sabrina Albert while Ms. Albert was a patient of West Boca Medical Center, Dr. Hussein was an employee, agent, apparent agent or representative of West Boca Medical Center, Inc., acting within the course and scope of that employment, agency, apparent agency, or representative capacity, under West Boca Medical Center, Inc.’s control, and in furtherance of West Boca Medical Center, Inc.’s interests, thereby making Defendant West Boca Medical Center, Inc. vicariously liable for her acts or omissions. This is true of the entire time Ms. Albert was a patient at West Boca Medical Center.

7. When Defendant Ayesha Hussein, M.D., provided care to Sabrina Albert while Ms. Albert was a patient of West Boca Medical Center, Dr. Hussein was an employee, agent, apparent agent or representative of Inphynet South Broward, LLC, acting within the course and scope of that employment, agency, apparent agency, or representative capacity, under Inphynet South Broward,

LLC's control, and in furtherance of Inphynet South Broward, LLC's interests, thereby making Defendant Inphynet South Broward, LLC vicariously liable for her acts or omissions. This is true of the entire time Ms. Albert was a patient at West Boca Medical Center.

8. When Defendant Ayesha Hussein, M.D., provided care to Sabrina Albert while Ms. Albert was a patient of West Boca Medical Center, Dr. Hussein was an employee, agent, apparent agent or representative of Paragon Contracting Services, LLC, acting within the course and scope of that employment, agency, apparent agency, or representative capacity, under Paragon Contracting Services, LLC's control, and in furtherance of Paragon Contracting Services, LLC's interests, thereby making Defendant Paragon Contracting Services, LLC vicariously liable for her acts or omissions. This is true of the entire time Ms. Albert was a patient at West Boca Medical Center.

9. Plaintiff Sabrina Albert at all times relevant was an adult resident of Broward County, Florida.

10. All conditions precedent to bringing this action have occurred, have been waived, or have been otherwise satisfied, including the requirements set forth in Chapter 766 of the Florida Statutes. A Notice of Intent to Initiate Litigation letter was served on Defendants along with accompanying affidavits and medical records.

11. All acts and omissions on which the causes of action stated herein are based occurred in Palm Beach County, Florida.

FACTS GIVING RISE TO CLAIM

12. Sabrina Albert went to the Emergency Department at West Boca Medical Center on August 9, 2024, after three days with complaints of headache and tingling on the left side of her face. Ms. Albert also had complaints of left-sided earache and left-sided neck pain for months with intermittent radiating pain down her left arm.

13. West Boca Medical Center provided Ayesha Hussein, M.D., as the physician to treat Ms. Albert in its emergency department.

14. Despite the presenting signs, symptoms, and complaints, Dr. Hussein failed to adequately investigate the potential causes of Ms. Albert's complaints.

15. Dr. Hussein diagnosed Ms. Albert with a headache and discharged her on August 9, 2024.

16. Dr. Hussein's inadequate investigation and workup resulted in a failure to diagnose Ms. Albert's progressing internal carotid artery dissection.

17. As a direct and proximate result of the acts and omissions of Defendants, as alleged above, Ms. Albert suffered a cerebral vascular stroke on January 31, 2025 leading to permanent neurological injury.

COUNT I

CLAIMS FOR NEGLIGENCE AGAINST DEFENDANT AYESHA HUSSEIN, M.D.

18. Paragraphs one through seventeen (1 - 17) are adopted and restated as if fully set forth herein.

19. At all times relevant, Defendant Ayesha Hussein, M.D., owed a duty to Ms. Albert to provide that level of care, skill, and treatment which, in light of all relevant surrounding circumstances, is recognized as acceptable and appropriate by reasonably prudent similar health care providers.

20. Defendant Ayesha Hussein, M.D., breached her duty to Ms. Albert through one or more of the following acts or omissions:

- a. Failure to obtain a comprehensive History and Physical;
- b. Failure to consider vascular injury as part of the differential diagnosis, in light of the patient's presentation;
- c. Failure to order additional diagnostics including but not limited to a CTA of the neck;

- d. Failure to diagnose and treat appropriately a carotid artery injury;
 - e. Failure to adequately and appropriately document the patient's care in the medical chart; and
 - f. Discharging the patient from the Emergency Department without ordering the appropriate testing to rule out a dangerous medical condition
21. These breaches all were in reckless disregard of Ms. Albert's safety and wellbeing and created an unreasonable risk of injury to the life or health of Ms. Albert.
22. It was foreseeable to Defendant Hussein that these breaches would result in injury to Ms. Albert.
23. Defendant Hussein knew or should have known, at the time such services were rendered, that the conduct created an unreasonable risk of injury so as to affect the life or health of another, and such risk was substantially greater than that which is necessary to make the conduct negligent.
24. As a direct and proximate result of the acts and omissions of this Defendant, Sabrina Albert's cerebral vascular injury was not diagnosed timely, leading to permanent neurological injury.
25. As a direct and proximate result of Defendant Hussein's negligence, Plaintiff Sabrina Albert has in the past suffered and will in the future continue to suffer bodily injury, pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, and the expense of hospitalization, medical and nursing care and treatment, past and future lost wages and loss of earning capacity and aggravation of a pre-existing condition. These losses are permanent and continuing in nature and Plaintiff Sabrina Albert will continue to suffer these losses in the future.

WHEREFORE, Plaintiff Sabrina Albert, demands judgment against Defendant Ayesha Hussein, M.D., for compensatory damages, costs of this action, post-judgment interest, and such further relief as this Court deems just and proper.

COUNT II
VICARIOUS LIABILITY CLAIMS AGAINST
DEFENDANT WEST BOCA MEDICAL CENTER, INC.
dba WEST BOCA MEDICAL CENTER FOR HUSSEIN (ACTUAL AGENCY)

26. Paragraphs one through twenty-five (1 - 25) are adopted and restated as if fully set forth herein.

27. At all times relevant, Defendant West Boca Medical Center, Inc. is responsible and vicariously liable for the negligent acts, conduct, and omissions of its employees and/or agents acting within the course and scope of said employment/agency, including Defendant Hussein.

28. At all times relevant, Defendant Hussein was an employee and/or agent of Defendant West Boca Medical Center, Inc., was acting within the scope of said employment/agency of Defendant West Boca Medical Center, Inc., was under the control of Defendant West Boca Medical Center, Inc., and acting in furtherance of Defendant West Boca Medical Center, Inc.'s interest, thereby making Defendant West Boca Medical Center, Inc. vicariously liable for the negligent acts, conduct, and omissions of Defendant Hussein.

29. At all times material hereto, the negligent acts or omissions and breach of duty as set forth herein by and through the actual agents of Defendant West Boca Medical Center, Inc., particularly Defendant Hussein, fell below the prevailing professional standard of care.

30. As a direct and proximate result of Defendant West Boca Medical Center, Inc.'s negligence, by and through its agent, Defendant Hussein, Plaintiff Sabrina Albert has in the past suffered and will in the future continue to suffer bodily injury, pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, and the expense of hospitalization, medical and nursing care and treatment, past and future lost wages and loss of earning capacity and aggravation of a pre-existing condition. These losses are permanent and continuing in nature and Plaintiff Sabrina Albert will continue to suffer these losses in the future.

WHEREFORE, Plaintiff Sabrina Albert, demands judgment against Defendant West Boca Medical Center, Inc. *dba* Defendant West Boca Medical Center for compensatory damages, costs of this action, post-judgment interest, and such further relief as this Court deems just and proper.

COUNT III
VICARIOUS LIABILITY CLAIMS AGAINST
DEFENDANT WEST BOCA MEDICAL CENTER, INC.
***dba* WEST BOCA MEDICAL CENTER FOR HUSSEIN (APPARENT AGENCY)**

31. Paragraphs one through twenty-five (1 - 25) are adopted and restated as if fully set forth herein.

32. Prior to the medical care and treatment at issue, Sabrina Albert did not have a prior doctor-patient relationship with Defendant Hussein.

33. Upon best information and belief, Defendant Hussein was assigned to Sabrina Albert as attending emergency physician for Sabrina Albert by Defendant West Boca Medical Center, Inc.

34. At all times material hereto, Defendant Hussein was the apparent agent of West Boca Medical Center, Inc. and Defendant Hussein was acting within the scope of that apparent agency.

35. At all times relevant, Defendant West Boca Medical Center, Inc. is responsible and vicariously liable for the negligent acts, conduct, and omissions of its apparent agents acting within the course and scope of said apparent agency, including Defendant Hussein.

36. At all times material hereto, Defendant West Boca Medical Center, Inc. acted by and through its apparent agents, including Defendant Hussein, who was acting within the course and scope of his apparent agency of West Boca Medical Center, Inc., while under its authority and control, or right to control, and while acting in furtherance of West Boca Medical Center, Inc.'s interests. Therefore, West Boca Medical Center, Inc. is vicariously liable for the acts and omissions of its respective apparent agents, including Defendant Hussein.

37. Defendant West Boca Medical Center, Inc. made representations through its actions, policies and information to Plaintiff that Defendant Hussein was the facility's agent by creating the appearance that Defendant Hussein was part of its staff.

38. Defendant West Boca Medical Center, Inc. held out, through its actions, policies and information, Defendant Hussein as possessing authority to act on its behalf.

39. On information and belief, Defendant West Boca Medical Center, Inc. had no policy, nor did it require physicians to inform patients of their true relationship to the hospital. As such, Defendant West Boca Medical Center, Inc., through its actions, conduct, and inactions created the appearance that Defendant Hussein was its agent.

40. As such, Defendant West Boca Medical Center, Inc. presented Defendant Hussein to Plaintiff as West Boca Medical Center, Inc.'s physician, and Plaintiff reasonably relied, to Plaintiff's detriment, on West Boca Medical Center, Inc. creating the appearance that Defendant Hussein was its agent in allowing Defendant Hussein to provide Plaintiff medical services at its facility.

41. Furthermore, at all times material to this action, Plaintiff reasonably relied to Plaintiff's detriment upon Defendant West Boca Medical Center, Inc.'s representations that Defendant Hussein was an agent of West Boca Medical Center, Inc. and consented to care and treatment provided by Defendant Hussein.

42. Defendant West Boca Medical Center, Inc. created the appearance that Defendant Hussein was its apparent agent such that West Boca Medical Center, Inc. owed Plaintiff a duty to provide medical care and treatment to Plaintiff which met the prevailing professional standard of care.

43. At all times material hereto, the negligent acts or omissions and breach of duty as set forth herein by and through the apparent agents of West Boca Medical Center, Inc., particularly Defendant Hussein, fell below the prevailing professional standard of care.

44. As a direct and proximate result of Defendant West Boca Medical Center, Inc.'s negligence, by and through its apparent agent, Defendant Hussein, Plaintiff Sabrina Albert has in the past suffered and will in the future continue to suffer bodily injury, pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, and the expense of hospitalization, medical and nursing care and treatment, past and future lost wages and loss of earning capacity and aggravation of a pre-existing condition. These losses are permanent and continuing in nature and Plaintiff Sabrina Albert will continue to suffer these losses in the future.

WHEREFORE, Plaintiff Sabrina Albert, demands judgment against Defendant West Boca Medical Center, Inc. dba Defendant West Boca Medical Center for compensatory damages, costs of this action, post-judgment interest, and such further relief as this Court deems just and proper.

COUNT IV
VICARIOUS LIABILITY CLAIMS AGAINST
DEFENDANT INPHYNET SOUTH BROWARD, LLC (ACTUAL AGENCY)

45. Paragraphs one through twenty-five (1 - 25) are adopted and restated as if fully set forth herein.

46. At all times relevant, Defendant Inphynet South Broward, LLC is responsible and vicariously liable for the negligent acts, conduct, and omissions of its employees and/or agents acting within the course and scope of said employment/agency, including Defendant Hussein.

47. At all times relevant, Defendant Hussein was an employee and/or agent of Defendant Inphynet South Broward, LLC, was acting within the scope of said employment/agency of Defendant Inphynet South Broward, LLC, was under the control of Defendant Inphynet South Broward, LLC, and acting in furtherance of Defendant Inphynet South Broward, LLC's interest, thereby making Defendant Inphynet South Broward, LLC vicariously liable for the negligent acts, conduct, and omissions of Defendant Hussein.

48. At all times material hereto, the negligent acts or omissions and breach of duty as set forth herein by and through the actual agents of Defendant Inphynet South Broward, LLC, particularly Defendant Hussein, fell below the prevailing professional standard of care.

49. As a direct and proximate result of Defendant Inphynet South Broward, LLC's negligence, by and through its agent, Defendant Hussein, Plaintiff Sabrina Albert has in the past suffered and will in the future continue to suffer bodily injury, pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, and the expense of hospitalization, medical and nursing care and treatment, past and future lost wages and loss of earning capacity and aggravation of a pre-existing condition. These losses are permanent and continuing in nature and Plaintiff Sabrina Albert will continue to suffer these losses in the future.

WHEREFORE, Plaintiff Sabrina Albert, demands judgment against Defendant Inphynet South Broward, LLC for compensatory damages, costs of this action, post-judgment interest, and such further relief as this Court deems just and proper.

COUNT V
VICARIOUS LIABILITY CLAIMS AGAINST
DEFENDANT PARAGON CONTRACTING SERVICES, LLC (ACTUAL AGENCY)

50. Paragraphs one through twenty-five (1 - 25) are adopted and restated as if fully set forth herein.

51. At all times relevant, Defendant Paragon Contracting Services, LLC is responsible and vicariously liable for the negligent acts, conduct, and omissions of its employees and/or agents acting within the course and scope of said employment/agency, including Defendant Hussein.

52. At all times relevant, Defendant Hussein was an employee and/or agent of Defendant Paragon Contracting Services, LLC, was acting within the scope of said employment/agency of Defendant Paragon Contracting Services, LLC, was under the control of Defendant Paragon Contracting Services, LLC, and acting in furtherance of Defendant Paragon Contracting Services, LLC's interest, thereby making Defendant Paragon Contracting Services, LLC vicariously liable for the negligent acts, conduct, and omissions of Defendant Hussein.

53. At all times material hereto, the negligent acts or omissions and breach of duty as set forth herein by and through the actual agents of Defendant Paragon Contracting Services, LLC, particularly Defendant Hussein, fell below the prevailing professional standard of care.

54. As a direct and proximate result of Defendant Paragon Contracting Services, LLC's negligence, by and through its agent, Defendant Hussein, Plaintiff Sabrina Albert has in the past suffered and will in the future continue to suffer bodily injury, pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, and the expense of hospitalization, medical and nursing care and treatment, past and future lost wages and loss of earning capacity and aggravation of a pre-existing condition. These losses are permanent and continuing in nature and Plaintiff Sabrina Albert will continue to suffer these losses in the future.

WHEREFORE, Plaintiff Sabrina Albert, demands judgment against Defendant Paragon Contracting Services, LLC for compensatory damages, costs of this action, post-judgment interest, and such further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff Sabrina Albert demand a trial by jury of all issues so triable as a matter of right.

Dated this 12th day of December 2025.

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CERTIFICATE OF PLAINTIFF'S COUNSEL

The undersigned counsel hereby certifies that she has made a reasonable investigation as permitted by the circumstances which has given rise to her belief that grounds exist for the subject action against WEST BOCA MEDICAL CENTER, INC. dba WEST BOCA MEDICAL CENTER, a Florida corporation; AYESHA HUSSEIN, M.D., individually; INPHYNET SOUTH BROWARD, LLC and PARAGON CONTRACTING SERVICES, LLC, a Florida limited liability company.

MELISSA GUNION

Melissa Gunion