

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR CHARLOTTE COUNTY, FLORIDA
CIVIL ACTION**

**JAIMEE THOMPSON as Personal
Representative for ESTATE OF
CRAIG THOMPSON, and as
Executor de son Tort for the ESTATE OF
CRAIG THOMPSON**

Plaintiff,

Vs.

CASE NO.: 20000904CA

**LITTLE GASPARILLA ISLAND FIRE
AND RESCUE INC. , and CHARLOTTE
COUNTY, a political subdivision of the state
of Florida**

Defendants.

_____ /

COMPLAINT

Plaintiff, **JAIMEE THOMPSON as Personal Representative for ESTATE OF
CRAIG THOMPSON and as Executor de son Tort for the ESTATE OF CRAIG
THOMPSON**, sues Defendants, **LITTLE GASPARILLA ISLAND FIRE AND RESCUE
INC. and CHARLOTTE COUNTY, a political subdivision of the state of Florida**, and alleges:

COUNT I
WRONGFUL DEATH NEGLIGENCE AGAINST LGIFR

1. This is a cause of action for against **LITTLE GASPARILLA ISLAND FIRE
AND RESCUE INC.** (hereinafter “**LGIFR**”) for damages in excess of \$30,000.00 and is brought
pursuant to the Florida Wrongful Death Act (the “Act), Fla. Stat. § 768.16 et. seq.

2. Jaimee Thompson has been or will be duly appointed, as Personal Representative
for the Estate of Craig Thompson.

3. At all times material hereto, **LGIFR** was a Florida corporation licensed to transact and transacted business in the state of Florida with employees and agents in Charlotte County, Florida.

4. On or about September 20, 2019, **LGIFR** was a fire and rescue Florida corporation that provided firefighter and emergency medical services for residents and persons on Little Gasparilla Island

5. On September 20, 2019 **LGIFR** had common law duties to use reasonable care, follow national published standards, follow its own Bylaws, follow recommendations and/or mandates of the Medical Director and/or Fire Chief, and not place residents and persons on Little Gasparilla Island within a zone of risk.

6. Prior to September 20, 2019 **LGIFR** entered a contract with **CHARLOTTE COUNTY, a political subdivision of the state of Florida** (hereinafter “**COUNTY**”) with regards to providing firefighter and emergency medical services for residents and persons on Little Gasparilla Island. The contract outlined the duties of **LGIFR** and **COUNTY**. Duties of **LGIFR** under the contract include but were not limited to:

- a. Promptly responding to all 911 calls;
- b. Bringing equipment appropriate for first response to particular emergency;
- c. Maintaining sufficient personnel necessary to adequately provide services as required under the contract;
- d. Operate under medical protocols mandated by LGIFR Medical Director.

7. On September 20, 2019, the contract, and duties in the contract between **LGIFR** and **COUNTY** were in effect.

8. Prior to September 20, 2019 **LGIFR** had Bylaws with regards to providing firefighter and emergency medical services for residents and persons on Little Gasparilla Island. The Bylaws outlined the duties of **LGIFR** and employees. Duties of **LGIFR** and employees under the Bylaws include but were not limited to:

- a. At least one professional firefighter/emergency medical technician (“FFs/EMTs”) on duty on Little Gasparilla Island at all times.
- b. Organizing a group of volunteer assistants to assist the FFs/EMTs in delivering first responder services.
- c. Maintain operational readiness of all fire rescue equipment;
- d. Maintain operational readiness of volunteer assistants;
- e. Implement long range plans for recruitment and training of volunteer assistants;
- f. Determine, document, and revise protocols for operation of **LGIFR** based on capabilities of the equipment, availability of professional staff and availability of volunteer assistants.

9. On September 20, 2019, the **LGIFR** Bylaws and duties in the Bylaws were in effect.

10. On or about September 20, 2019, Plaintiff’s decedent Craig Thompson had an emergency medical condition.

11. **LGIFR** breached its common law and contractual duties to Plaintiff and Plaintiff’s decedent as follows:

- a. **LGIFR** did not arrive at the emergency medical scene in less than 8 minutes when the firehouse was no more than 2 minutes away;
- b. **LGIFR** employee showed up at emergency medical scene with his wife and two children on a Kubota ATV with two of the children hanging on the side which slowed down the Kubota and response time;
- c. **LGIFR** utilized a minor to assist with the emergency medical services instead of trained personnel qualified to handle emergencies;
- d. **LGIFR** utilization of the minor during the emergency medical situation ensured that the proper equipment was not timely brought to save the life of Craig Thompson

- e. The wife and daughter of the **LGIFR** were not employees of **LGIFR**;
- f. **LGIFR** did not have an “on duty” firefighter/emergency medical technician as required by the Bylaws and contract, instead **LGIFR** only had an “on call” firefighter/emergency medical technician;
- g. **LGIFR** ignored its protocols and mandates of its own Medical Director as required by the **COUNTY** contract;
- h. **LGIFR** breached the duties in the Bylaws and **COUNTY** contract;
- i. **LGIFR** understaffed itself so that it could by a new firehouse breaching its duties under the Bylaws and/or **COUNTY** contract and/or Medical Director mandates. The understaffing made a slower response time and insufficient personnel for the emergency medical situation.

12. As a result of **LGIFR** breaching the aforesaid duties, Craig Thompson died.

13. **JAIMEE THOMPSON as Personal Representative for ESTATE OF CRAIG THOMPSON and as Executor de son Tort for the ESTATE OF CRAIG THOMPSON** brings this as a wrongful death action.

14. The “Survivors” as defined in Fla. Stat. §768.18 are:

- a. Jaimee Thompson, Spouse
- b. Jude Thompson, minor child
- c. Eiselee Thompson, minor child

15. As a direct result of Plaintiff’s decedent’s death, each survivor lost support and services starting from the date of death, companionship, protection, parental companionship, instruction, guidance, and mental pain and suffering, medical expenses, and funeral expenses. These losses are continuing, and the survivors will continue to suffer these losses in the future.

16. As a direct result of Plaintiff’s decedent’s death **JAIMEE THOMPSON as Personal Representative for ESTATE OF CRAIG THOMPSON and as Executor de son Tort for the ESTATE OF CRAIG THOMPSON** for the payment of medical expenses, burial,

lost wages, loss of prospective net accumulations, and funeral expenses as defined by Fla. Stat. § 768.21.

17. **JAIMEE THOMPSON as Personal Representative for ESTATE OF CRAIG THOMPSON and as Executor de son Tort for the ESTATE OF CRAIG THOMPSON** has incurred

WHEREFORE, the Plaintiff, **JAIMEE THOMPSON as Personal Representative for ESTATE OF CRAIG THOMPSON and as Executor de son Tort for the ESTATE OF CRAIG THOMPSON**, demands judgment against the Defendant, **LITTLE GASPARILLA ISLAND FIRE AND RESCUE INC.** for common law statutory wrongful death damages plus costs of this action, pre-judgment interest at the statutory rate for actual/special damages, and demands a trial by jury.

COUNT II
WRONGFUL DEATH NEGLIGENCE AGAINST CHARLOTTE COUNTY

18. This is a cause of action for against **CHARLOTTE COUNTY, a political subdivision of the state of Florida** (hereinafter “**COUNTY**”) for damages in excess of \$30,000.00., and is brought pursuant to the Florida Wrongful Death Act (the “Act”), Fla. Stat. § 768.16 et. seq.

19. Jaimee Thompson has been or will be duly appointed, as Personal Representative for the Estate of Craig Thompson.

20. At all times material hereto, **COUNTY** was a government entity, a subdivision of the state of Florida.

21. On or about September 20, 2019, **COUNTY** provided firefighter and emergency medical services for residents and persons Charlotte County, Florida.

22. On or about September 20, 2019, Little Gasparilla Island was in Charlotte County, Florida.

23. Charlotte County Ordinance Article XIII mandates that Charlotte County is to provide fire rescue services to Little Gasparilla Island.

24. Fireservice and Emergency Medical Services are of such importance to the community that they are non-delegable.

25. On September 20, 2019 **COUNTY** had common law duties to use reasonable care, follow national published standards, and not place residents and persons on Little Gasparilla Island within a zone of risk.

26. Prior to September 20, 2019 **COUNTY** entered into a contract with **LGIFR** in regard to providing firefighter and emergency medical services for residents and persons on Little Gasparilla Island. The contract outlined the duties of **LGIFR** and **COUNTY**. Important provisions within the contract and duties of **COUNTY** under the contract include but were not limited to:

- a. **COUNTY** pays **LGIFR** \$30,000.00 annually to provide the Emergency Medical and Advanced Life Support services;
- b. **COUNTY** is required to coordinate protocols with **LGIFR** and the **LGIFR** Medical Director;
- c. **COUNTY** is responsible for complying with Fla. Stat. §401 and Florida Administrative Code Chapter 64J;
- d. **LGIFR** was to maintain on duty personnel;
- e. **LGIFR** is to promptly respond to all 911 calls;
- f. **LGIFR** is to bring equipment appropriate for first response to a particular emergency;
- g. **LGIFR** is to maintain sufficient personnel necessary to adequately provide services as required under the contract;
- h. **LGIFR** was to operate under medical protocols mandated by **LGIFR** Medical Director.
- i. **LGIFR** was required to carry insurance with a contractual liability endorsement covering Emergency Medical Services; and
- j. **LGIFR** Bylaws were incorporated as part of the agreement

27. **COUNTY'S** duties are nondelegable.
28. On September 20, 2019, the contract, and duties in the contract between **COUNTY LGIFR** and were in effect.
29. **LGIFR** Bylaws were incorporated as part of the contract between **COUNTY** and **LGIFR**. Prior to September 20, 2019 duties under the Bylaws include but were not limited to:
 - a. At least one professional firefighter/emergency medical technician (“FFs/EMTs”) on duty on Little Gasparilla Island at all times.
 - b. Organizing a group of volunteer assistants to assist the FFs/EMTs in delivering first responder services.
 - c. Maintain operational readiness of all fire rescue equipment;
 - d. Maintain operational readiness of volunteer assistants;
 - e. Implement long range plans for recruitment and training of volunteer assistants;
 - f. Determine, document, and revise protocols for operation of **LGIFR** based on capabilities of the equipment, availability of professional staff and availability of volunteer assistants.
30. **COUNTY** had a duty to ensure that the above provisions of the contract were enforced as the ultimate duty for the safety and welfare of the residents and invitees on Little Gasparilla Island was the responsibility of **COUNTY**.
31. On September 20, 2019 **COUNTY** had statutory duties under Fla. Stat. Chapter 401 and Florida Administrative Code Chapter 64J, and to ensure that **LGIFR** was following those laws.
32. On or about September 20, 2019, Plaintiff’s decedent Craig Thompson had an emergency medical condition.
33. At the time and place of the emergency medical condition:
 - a. **LGIFR** did not arrive at the emergency medical scene in less than 8 minutes when the firehouse was no more than 2 minutes away;

- b. **LGIFR** employee showed up at emergency medical scene with his wife and two children on a Kubota ATV with two of the children hanging on the side which slowed down the Kubota and response time;
- c. **LGIFR** utilized a minor to assist with the emergency medical services instead of trained personnel qualified to handle emergencies;
- d. **LGIFR** utilization of the minor during the emergency medical situation ensured that the proper equipment was not timely brought to save the life of Craig Thompson
- e. The wife and daughter of the **LGIFR** were not employees of **LGIFR**;
- f. **LGIFR** did not have an “on duty” firefighter/emergency medical technician as required by the Bylaws and contract, instead **LGIFR** only had an “on call” firefighter/emergency medical technician;
- g. **LGIFR** ignored its protocols and mandates of its own Medical Director as required by the **COUNTY** contract;
- h. **LGIFR** breached the duties in the Bylaws and **COUNTY** contract;
- i. **LGIFR** understaffed itself so that it could by a new firehouse breaching its duties under the Bylaws and/or **COUNTY** contract and/or Medical Director mandates. The understaffing made a slower response time and insufficient personnel for the emergency medical situation.
- j. **LGIFR** did not purchase insurance with a contractual liability endorsement covering Emergency Medical Services

34. **COUNTY** breached its statutory, common law and contractual duties and/or placed

Plaintiff’s decedent within a zone of risk by:

- a. Not ensuring that **LGIFR** safely and correctly operated adhered and/or followed the statutory, common law and contractual duties and requirements;
- b. Delegating nondelegable duties to **LGIFR**;
- c. Not ensuring that ensure that the provisions of the contract with **LGIFR** were enforced as the ultimate duty for the safety and welfare of the residents and invitees on Little Gasparilla Island was the responsibility of **COUNTY**
- d. Failing to ensure that **LGIFR** followed national published standards, and not place residents and persons on Little Gasparilla Island within a zone of risk.

35. As a result of **COUNTY** breaching the aforesaid duties, Craig Thompson died.

36. **JAIMEE THOMPSON as Personal Representative for ESTATE OF CRAIG THOMPSON and as Executor de son Tort for the ESTATE OF CRAIG THOMPSON** brings this as a wrongful death action.

37. The “Survivors” as defined in Fla. Stat. §768.18 are:

- a. Jaimee Thompson, Spouse
- b. Jude Thompson, minor child
- c. Eiselee Thompson, minor child

38. As a direct result of Plaintiff’s decedent’s death, each survivor lost support and services starting from the date of death, companionship, protection, parental companionship, instruction, guidance, and mental pain and suffering, medical expenses, and funeral expenses. These losses are continuing, and the survivors will continue to suffer these losses in the future.

39. As a direct result of Plaintiff’s decedent’s death **JAIMEE THOMPSON as Personal Representative for ESTATE OF CRAIG THOMPSON and as Executor de son Tort for the ESTATE OF CRAIG THOMPSON** for the payment of medical expenses, burial, lost wages, loss of prospective net accumulations, and funeral expenses as defined by Fla. Stat. § 768.21.

40. **JAIMEE THOMPSON as Personal Representative for ESTATE OF CRAIG THOMPSON and as Executor de son Tort for the ESTATE OF CRAIG THOMPSON** has incurred

WHEREFORE, the Plaintiff, **JAIMEE THOMPSON as Personal Representative for ESTATE OF CRAIG THOMPSON and as Executor de son Tort for the ESTATE OF CRAIG THOMPSON**, demands judgment against the Defendant, **CHARLOTTE COUNTY, a political subdivision of the state of Florida** for common law statutory wrongful death damages

plus costs of this action, pre-judgment interest at the statutory rate for actual/special damages, and demands a trial by jury.

VILES & BECKMAN, L.L.C.
6350 Presidential Court, Suite A
Fort Myers, Florida 33919
Telephone: (239) 334-3933
Facsimile: (239) 334-7105
Primary Email: Michael@vilesandbeckman.com
Secondary Email: Opal@vilesandbeckman.com

/s/ Michael L. Beckman

Michael L. Beckman, Esquire
FBN: 0128279