

BICKERTON LAW GROUP, LLLP
A LIMITED LIABILITY LAW PARTNERSHIP

JAMES J. BICKERTON 3085
STEPHEN M. TANNENBAUM 8937
Topa Financial Center, Fort Street Tower
745 Fort Street, Suite 801
Honolulu, Hawai'i 96813
Telephone: (808) 599-3811
Facsimile: (808) 694-3090
Email: bickerton@bsds.com; tannenbaum@bsds.com

and

CHRISTOPHER S. BOUSLOG 3087
500 Ala Moana Blvd., Suite 4-480
Honolulu, Hawai'i 96813
Telephone: (808) 550-4995
Facsimile: (808) 550-4996
Email: chris@csbhawaii.com

Attorneys for Plaintiff M. K.

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT
STATE OF HAWAI'I

M. K.,

Plaintiff,

v.

S. LAWRENCE SCHLESINGER, M.D.,
FACS; PHOENIX GROUP, LLC dba THE
BREAST IMPLANT CENTER OF HAWAII
and MOMMY MAKEOVER INSTITUTE OF
HAWAII; JOHN DOES 1-10; JANE DOES 1-
10; DOE PARTNERSHIPS 1-10; and DOE
CORPORATIONS 1-10,

Defendants.

CIVIL NO. _____
(Other Non-Vehicle Tort)

**COMPLAINT; DEMAND FOR JURY
TRIAL; SUMMONS**

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COMPLAINT

Comes now, plaintiff M. K., by and through her attorneys, BICKERTON LAW GROUP, LLLP, and for a Complaint against defendants S. LAWRENCE SCHLESINGER, M.D., FACS, PHOENIX GROUP, LLC dba THE BREAST IMPLANT CENTER OF HAWAII and MOMMY MAKEOVER INSTITUTE OF HAWAII, John Does 1-10, Jane Does 1-10, Doe Partnerships 1-10, and Doe Corporations 1-10, for causes of action against defendants so named, alleges and avers as follows:

PARTIES TO THE CAUSE OF ACTION

1. Plaintiff M. K. (hereinafter “Plaintiff” or “M. K.”), at all times relevant herein, is and was a resident of Maui County, State of Hawai‘i.
2. Plaintiff is named herein by her initials only, pursuant to the Hawai‘i Courts Records Rules, Rule 9, as well as, Courts in Hawaii have a history of allowing the use of fictitious names by adult-Plaintiffs to preserve privacy in cases involving sexual assault as a precaution and for her and her family’s protection due to the highly scandalous nature of the events described herein and to protect her and her identity, in connection with (a) preservation of M. K.’s privacy in a case that pertains to victims of sexual assault and rape, and (b) due to the expected significant press that is anticipated to result from this case being filed. *See, e.g., Doe v. Grosvenor Properties (Hawaii), Ltd.*, 73 Haw. 158 (1992); *Doe Parents No. 1 v. State*, 100 Haw.34 (2002).
3. At all times material to this Complaint, defendant S. LAWRENCE SCHLESINGER, M.D., FACS (hereinafter “Defendant Schlesinger” or “Schlesinger”), is and was a resident of the City and County of Mau‘i, State of Hawai‘i, and is a licensed medical

practitioner in the State of Hawai‘i, doing business in and with medical offices located on Mau‘i and on O‘ahu in Honolulu.

4. At all times material to this Complaint, Defendant PHOENIX GROUP, LLC dba THE BREAST IMPLANT CENTER OF HAWAII and MOMMY MAKEOVER INSTITUTE OF HAWAII (hereinafter, collectively, “Defendant Phoenix” or “Phoenix”), is and was a domestic limited liability company of the State of Hawai‘i, licensed and registered to do business in the State of Hawaii, and doing business in the State of Hawaii and on the Island of O‘ahu. All references to Defendant Phoenix herein shall refer to and include its principals, officers, directors, employees and agents. At all times relevant hereto, Defendant Phoenix owned and operated, among other things, a plastic surgery practice with its headquarters located at 1221 Kapiolani Boulevard, #1025, Honolulu, Hawai‘i 96813, with the trade names of “Breast Implant Center of Hawaii” (hereinafter “BICH”) and “Mommy Makeover Institute of Hawaii” (hereinafter “MMIH”).

5. Phoenix (including BICH and MMIH) and Schlesinger are referred to below, collectively, as “Defendants,” unless otherwise specified.

6. JOHN DOES 1-10, JANE DOES 1-10, DOE PARTNERSHIPS 1-10, and DOE CORPORATIONS 1-10 (collectively, the “Doe Defendants”) are sued herein under fictitious names for the reason that their true names and identities are presently unknown to Plaintiff except that they were in some manner connected with Defendants and are agents, servants, employees, employers, representatives, co-workers, co-venturers, associates or independent contractors of Defendants and/or they were in some manner presently unknown to Plaintiff engaged in the activities alleged herein and/or are in some manner legally responsible for the damages and/or injuries to Plaintiff, and Plaintiff prays for leave to certify their true names,

identities, capacities, activities and/or responsibilities when the same are ascertained. Plaintiff has been unable to identify said Doe Defendants despite due diligence, including a review of pertinent medical records and/or the records of the Department of Commerce and Consumer Affairs and/or internet searches.

JURISDICTION, VENUE AND ADMINISTRATIVE AGENCY PRE-FILING REQUIREMENTS

7. This Court has subject matter jurisdiction over the claims set forth in this Complaint pursuant to HRS § 603-21.5, and has personal jurisdiction over Defendants pursuant to HRS § 634-35.

8. Venue is appropriate in the First Circuit Court of the State of Hawai‘i pursuant to HRS § 603-36 because the majority of Plaintiff’s claims arose on Oahu and because the majority of Defendants are situated and residents (corporate or individual) of O’ahu.

9. On April 24, 2019, a written inquiry arising out of the wrongful acts and omissions alleged by Plaintiff against the Defendants, who are medical providers in the State of Hawaii, as also alleged below in this Complaint, was submitted to the Medical Inquiry and Conciliation Panel (“MICP”), Department of Commerce and Consumer Affairs for the State of Hawai‘i (“DCCA”) pursuant to the provisions of Hawai‘i Revised Statutes (“HRS”) Chapter 671. The MICP conducted a proceeding on said inquiry on or about October 22, 2019. On November 4, 2019, the Administrative Hearing Officer for the DCCA notified the named parties to this action that the MICP proceeding had been terminated, thereby conferring on Plaintiff the right to file the instant Complaint alleging the medical tort claims stated herein in an appropriate Circuit Court of the State of Hawai‘i.

10. Therefore, Plaintiff has complied with all of the requirements set forth in HRS Chapter 671 so as to confer upon the Circuit Court of the First Circuit, State of Hawai‘i, full

jurisdiction over all of the parties identified hereinabove concerning the subject matter of this Complaint.

STATEMENT OF MATERIAL FACTS

11. Beginning on or about September 21, 2015, Plaintiff sustained severe injuries and damages as a result of the multiple instances of medical malpractice and the sexual assaults she experienced as a patient of Defendant Schlesinger while she was seeking care and treatment related to her breast implants

THE INSTANCES OF MEDICAL MALPRACTICE

12. On or about September 21, 2015, Plaintiff underwent a breast augmentation surgery, performed by Defendant Schlesinger, to replace her prior implants.

13. Defendant Schlesinger's performance in that regard fell below the standard of care, because: he positioned the implants improperly; he recommended implants that were too large for Plaintiff; and he did not simultaneously recommend or perform a necessary breast lift.

14. More specifically, Defendant Schlesinger changed Plaintiff's implants to 600 mL volume, which was an incorrect type and size for Plaintiff's petit frame and build, and would not have corrected the issues (ptosis or drooping) for which Plaintiff sought advice and treatment from Defendant Schlesinger. Furthermore, the use of 600 mL volume implants, (predictably) worsened her appearance by stretching the soft tissue envelope. Dr. Schlesinger also malpositioned Plaintiff's implants and did not perform a corresponding necessary breast lift.

15. This improperly performed surgery and improperly sized implants resulted in disproportionality and misshape to Plaintiff's left breast, as well as significant pain and discomfort in Plaintiff's left breast.

16. By late-Winter and Spring 2016, some six months later, Plaintiff was still suffering the symptoms noted in the prior paragraph. She immediately contacted Defendant Schlesinger, on multiple occasions, to explain the pain, misshape and discomfort with her left breast and her overall dissatisfaction with the size of both breasts.

17. In response, Defendant Schlesinger repeatedly assured Plaintiff that the discomfort and misshape that she was experiencing and complained of was a result of swelling, and that they just needed to heal, settle in, and that what she was experiencing was a natural result of the configuration of her breasts. He told her to wait a few more months and see if the problems resolved themselves, and, if not, that he would remedy the problems.

18. Accordingly, as an expert in the field and holding himself out to be one of the top plastic surgeons in the State, Plaintiff reasonably relied on Dr. Schlesinger's responses and followed his recommended course, waiting, as he had told her to do.

19. As a reasonable consequence and result of Defendant Schlesinger's representations that what Plaintiff was experiencing was standard and his promises to remediate the problem if her symptoms did not go away on their own, Plaintiff neither saw another doctor for a second opinion nor took steps to file suit. In other words, Defendant Schlesinger's conduct, statements, representations and promises of future remedy, lulled Plaintiff into non-action, specifically, into not bringing suit against him for malpractice, which was his intent.

20. Plaintiff continued to suffer from the significant problems and issues caused by the September 21, 2015 procedure, and, despite Defendant Schlesinger's representations, her left breast did not get better and her right breast continued to appear too large and mal-positioned. Therefore, in Spring 2017, she again contacted Defendant Schlesinger and informed him that

these problems and issues had continued, had never rely subsided in any meaningful way, and that she needed to see him about the problem, being unable to wait it out any further.

21. At this point, Defendant Schlesinger determined that Plaintiff's left implant had "slipped," and he scheduled a surgery for Plaintiff to remedy the problem at his O`ahu clinic and surgery center in September of 2017.

22. Defendant Schlesinger stated that Plaintiff would only be required to pay for the services of an independent anesthesiologist and her costs of travel to/from and stay at any hotels on O`ahu during her surgery. Plaintiff understood, reasonably, that this was because Defendant Schlesinger was doing reparative work for problems with his prior surgery on her and would not be charging her for his services to fix what he did not previously do correctly. Plaintiff agreed to this arrangement.

23. Defendant Schlesinger also told Plaintiff that if she wanted to stay at his surgery center (which they consider a hospital) it would cost her an extra \$500. Shortly thereafter Defendant Schlesinger offered "to help" with that fee too. Therefore, Plaintiff agreed to stay at the surgery center.

24. As a result, Plaintiff attended pre-operation consultations with Defendant Schlesinger on or about August 27, 2017, and on or about September 3, 2017, both of which took place at Defendant Schlesinger's "home office" located at his residence in Wailea, Mau'i, Hawai'i, which consultations were performed in Defendant Schlesinger's bedroom, on the bed Defendant Schlesinger supposedly shares with his wife. Notwithstanding the highly unusual and boundary-violating setting, no untoward events occurred during these pre-operation consultations, and the corrective procedure was scheduled for September 6-7, 2017.

25. On or about the dates of September 6, 2017 through September 9, 2017, Plaintiff underwent a second procedure with Defendant Schlesinger at his clinic Honolulu and at his surgery center in Honolulu, that being Defendant Phoenix dba BICH and MMIH.

26. However, this September 2017 procedure, too, was not without its problems, and Defendants committed further medical malpractice and exhibited conduct that fell well below the reasonable standard of care during this September 2017 procedure.

27. First, upon Plaintiff's arrival at Defendant Schlesinger's surgery center on September 8, 2017, and engaging in his required pre-procedure paperwork and mandatory tests, Plaintiff surprisingly tested positive for nicotine. Despite protests by Plaintiff, Defendant Schlesinger's staff at BICH and MMIH informed Defendant Schlesinger and insisted that the test for nicotine had come back positive at levels that precluded surgery on the day that had been scheduled.

28. Thus, Plaintiff was told to come back the next day to try again, and that they would try to squeeze her in if she passed.

29. Plaintiff was upset because, being on a very limited, fixed income, Plaintiff had scheduled only the minimum number of nights at a hotel on O'ahu, and this meant that one extra night would be required.

30. Plaintiff returned the next day to the surgery center, took the nicotine test once again, and was told by the staff of Defendant Schlesinger that she had failed again.

31. After insisting that there must be a mistake and demanding to see the test itself, Plaintiff, a server with no medical training, correctly identified that the staff at MMIH and BICH working for Defendant Schlesinger had actually, on both days, **misread the test results**, and that, instead of failing, in fact she had passed. Accordingly, Defendant Schlesinger apologized

to Plaintiff and told her they would “squeeze her in” that day for the procedure, Saturday, September 9, 2017.

32. Plaintiff, anticipating the procedure that day, had not eaten since the night before – per Defendant Schlesinger’s instructions – and had arrived at his surgery center that morning. After finding out that Defendant Schlesinger’s staff had misread the tests, and after telling Plaintiff they would take fit her procedure in that day, Defendant Schlesinger then forced Plaintiff to wait in his office until 10 PM that evening, at which time he finally took her into surgery.

33. Defendant Schlesinger performed the surgery starting at approximately 11 PM on September 8th and woke her at approximately 4:00 AM on September 9th and discharged her at 6:00 AM that day, two hours after regaining consciousness and in immense pain. He did not place her into any hospital or post-operative facility; rather, he discharged her from the surgery center facility and left her on her own, still groggy from the anesthesia and in immense pain.

34. Later, it was determined that Defendant Schlesinger, perhaps due to the lateness of the hour and his being exhausted, or perhaps due to sheer error, committed medical malpractice and engaged in medical services that fell well below the standard of reasonable care for a plastic surgeon in Hawaii (or anywhere) when performing the 2017 procedure, as well.

35. Specifically, in September 2017, Defendant Schlesinger performed a highly unconventional and inappropriate “remedial” breast lift with incisions in incorrect places and without possible correction of asymmetry, malposition, or ptosis; performed excessive incisions, thereby requiring excessive suturing (over 60 stitches); in addition to the aforementioned repeated errors in pre-procedure testing that caused repeat false-positives for nicotine, causing

the unnecessary delay of the procedure and the commencement of that procedure at the wee hours of the night, and with no time for any recuperation or bed rest immediately thereafter.

36. Defendant Schlesinger told Plaintiff that this extreme number of stitches was standard and not to worry.

37. Thereafter, with an extraordinary number of sutures/stitches, Plaintiff's stitches became infected and painful.

38. After attempting to obtain medical care and treatment for same with a number of different medical providers, all of whom told her she must go back to Defendant Schlesinger for any treatment, she eventually went back to Defendant Schlesinger, this time at his Mau'i home "office" for partial removal of the sutures.

39. During this follow up visit, further, shocking to the conscience, medical malpractice occurred, discussed below.

40. In Summer 2018, the implants put in by Defendant Schlesinger in 2017 slipped again, due to their being the incorrect size and mal-positioning, requiring immediate medical attention, which this time, Plaintiff obtained from an alternative medical provider on O`ahu.

41. As a result of these incidents, Plaintiff suffered injuries and damages, including but not limited to physical injuries, permanent scarring, pain and suffering, emotional distress, loss of enjoyment of life, medical expenses and other special and general damages to be proven at trial.

42. Sadly, Defendant Schlesinger's misconduct and malpractice does not end there.

THE SEXUAL ASSAULTS (AND FURTHER INSTANCES OF MEDICAL MALPRACTICE)

43. Plaintiff is an attractive female, who at the time was in her mid-40s, and who, in Spring, Summer and Fall of 2017, was out of work and under financial constraints.

44. At or around the time of Plaintiff's second procedure with Defendant Schlesinger in September of 2017, Defendant Schlesinger took advantage of Plaintiff's situation and her desperation, sexually assaulting Plaintiff on three separate occasions.

45. The first time Defendant Schlesinger sexually assaulted Plaintiff was on or about September 6, 2017, when Plaintiff went in to Defendant Schlesinger's Honolulu BICH/MMIH surgery center offices to discuss the surgery to be performed that day (although she was then ultimately told it could not go forward based on the erroneous reading of the nicotine test). At this first visit in September 2017 to Defendant Schlesinger's Honolulu offices, Defendant Schlesinger engaged in unwanted touching of the Plaintiff in his office when he was discussing with her the false-positive nicotine test results, and attempted to force Plaintiff to perform oral sex on him in his office with the door closed and locked and no one else present.

46. While Defendant Schlesinger was trying to get Plaintiff to perform oral sex on him, having opened his pants and having pushed her head down, and while telling her that "he would do right by her if she did right by him," his phone rang, and Plaintiff quickly exited the office.

47. As a result of this incident, Plaintiff received a fingernail scratch across her leg, which later bruised.

48. Having no funds and with Defendant Schlesinger promising the corrective surgery at little cost to Plaintiff, however, Plaintiff felt desperate and distressed.

49. Defendant Schlesinger sexually assaulted Plaintiff again later that same day when Defendant Schlesinger called Plaintiff, asked her where she was, told her to stay there and that he wished to speak to her outside his office, and picked Plaintiff up in his car at a location near his office. He then, telling her they needed somewhere private to speak, drove her to his/a parking

garage and raped her in his car, forcing himself on top of her, into her, and refusing to stop despite her requests that he stop. Plaintiff is not sure but believes Defendant Schlesinger climaxed inside her or was about to do so when voices of persons who had parked nearby became apparent and he hastily stopped.

50. Defendant Schlesinger then took Plaintiff back to the location where he had picked her up and told her to report to his office the next day. Repeating the “I will help you if you help me” language.

51. Plaintiff considered going to the police, but, as before, having no funds and with Defendant Schlesinger promising the corrective surgery at little cost to Plaintiff, Plaintiff felt desperate and distressed.

52. The third time Defendant Schlesinger sexually assaulted Plaintiff was at her post-operative follow-up appointment, on or about September 24, 2019, in his Mau'i home office, during the removal of dozens of sutures from her breast.

53. While Defendant Schlesinger was performing the removal of Plaintiff's sutures, he had a pair of sharp suture-scissors pressed against Plaintiff's breast in one hand, and with the digits of his other hand, Defendant Schlesinger penetrated Plaintiff's vagina, claiming that this would help reduce and distract her from the pain being caused by the suture removal. Again, despite being asked to stop, he refused to stop.

54. Plaintiff complained and told him “no.” Defendant Schlesinger, instead of stopping, responded that the door was locked and sound proofed. This increased Plaintiff's fears that even if she screamed for help – (she could not move or run because Defendant Schlesinger had sharp shears held to her breast and was pulling stitches from her flesh as he assaulted her) – no one would hear her or be able to get into the room.

55. Defendant Schlesinger removed most of the sutures, continued the sexual assault throughout the entire procedure, and then again, asked her to perform oral sex on him.

56. Plaintiff, the procedure being done and with no sharp and deadly objects held to her chest, managed to flee the room and quickly fled his house/office.

57. Plaintiff thereafter reported these assaults to the Mau`i Police Department and the Honolulu Police Department.

58. As a result of these sexual assaults and further incidents of medical malpractice, Plaintiff suffered injuries and damages, including but not limited to physical injuries, pain and suffering, emotional distress, post-traumatic stress disorder, loss of enjoyment of life, medical expenses and other special and general damages to be proven at trial.

COUNT I:

NEGLIGENCE/GROSS NEGLIGENCE – BREACH OF STANDARD DUTY OF CARE

(Against All Defendants)

59. The allegations contained in the foregoing paragraphs are incorporated herein by reference as though set forth in full.

60. Plaintiff sought evaluation, care, and treatment from Defendant Schlesinger and Defendant Phoenix beginning on or about September 21, 2015.

61. Defendant Schlesinger and Defendant Phoenix owed a duty of care to Plaintiff in connection with the care and treatment she was provided.

62. The Doe Defendants owed duties of care to Plaintiff.

63. As described above, Defendant Schlesinger and Defendant Phoenix, by and through the acts and omissions of their employees and agents, was careless, negligent, and/or

grossly negligent in the evaluation, care and treatment of Plaintiff, in that they violated applicable standards of care under the circumstances.

64. The Doe Defendants, individually and/or by and through the acts and omissions of their respective employees and agents, were careless, negligent, and/or grossly negligent in the evaluation, care and treatment of Plaintiff, in that they violated applicable standards of care under the circumstances.

65. The aforesaid carelessness, negligence and/or gross negligence of Defendant Schlesinger and Defendant Phoenix was a substantial contributing factor and legal cause of Plaintiff's pain and suffering, mental anguish, permanent scarring and physical deformity, emotional distress, and loss of enjoyment of life, and of all such other compensable losses as will be proven at trial.

66. The aforesaid carelessness, negligence and/or gross negligence of Doe Defendants was a substantial contributing factor and legal cause of Plaintiff's pain and suffering, mental anguish, permanent scarring and physical deformity, emotional distress, and loss of enjoyment of life, and of all such other compensable losses as will be proven at trial.

67. Under the doctrine of *respondeat superior* and/or principles of agency, Defendants and each of them are vicariously liable for the carelessness, negligence and/or gross negligence of their employees and/or agents, including but not limited to their apparent agents and/or ostensible agents and/or agents by estoppel and/or persons who acted with their apparent authority.

68. As a direct and proximate result of the aforesaid carelessness, negligence and/or gross negligence, Plaintiff is entitled to recover damages in amounts as shall be proven at trial for pain and suffering, mental anguish, permanent scarring emotional distress, loss of enjoyment

of life, medical expenses, past and future earnings losses, and such other special and general damages as will be proven at trial.

COUNT II:

FRAUDULENT CONCEALMENT

(Against All Defendants)

69. The allegations contained in the foregoing paragraphs are incorporated herein by reference as though set forth in full.

70. Defendant Schlesinger intentionally took affirmative steps, made direct affirmative misrepresentations and promises to Plaintiff, and knowingly promised remedial measures to Plaintiff that lulled Plaintiff into non-action, including her not commencing a legal action in 2015 and 2016 when Plaintiff first complained of and then continued to complain of continuing the problems and issues she was experiencing resulting from Schlesinger's 2015 surgery and which he promised her were normal but which he would fix if they persisted.

71. Plaintiff was entitled to reasonably rely, and in fact, did reasonably rely on Defendant Schlesinger's representations, misrepresentations, statements and promises regarding the symptoms she was suffering from, as well as his promises to remedy same if they did not resolve themselves on their own, which he assured her would be the case. Plaintiff was, as a result, induced not to act, which is the result Defendant Schlesinger intended.

72. Accordingly, Plaintiff is entitled to equitable tolling of any and all claims arising from the 2015 procedure and medical malpractice committed by Defendants in connection therewith, to the extent Defendants assert a statute of limitations defense in connection therewith.

COUNT III:

SEXUAL MISCONDUCT, RAPE, AND SEXUAL ASSAULT

(Against Defendant Schlesinger)

73. The allegations contained in the foregoing paragraphs are incorporated herein by reference as though set forth in full.

74. As a result of the above-described sexual misconduct, rape, and sexual assault, which took place on three separate occasions, Defendant Schlesinger intentionally caused bodily contact to Plaintiff in a way not justified by Plaintiff's wishes, conduct, apparent wishes or by any recognized "privilege," and the contact was in fact harmful and against Plaintiff's will.

75. Defendant Schlesinger thereby committed the tort of assault and battery against Plaintiff, in an aggravated form, it being sexual assault and rape.

76. As a proximate result of the aforesaid sexual misconduct, rape, and sexual assault and battery by Defendant Schlesinger, Plaintiff suffered physical injuries, pain and suffering, emotional distress, stress and anxiety, loss of enjoyment of life, depression, medical expenses, and other special, general, and punitive damages to be proved at trial.

77. The aforesaid sexual misconduct, rape, and sexual assault and battery by Defendant Schlesinger was a direct and legal cause of Plaintiff's suffering of physical injuries, pain and suffering, emotional distress, loss of enjoyment of life, medical expenses, and other special, general, and punitive damages to be proved at trial.

WHEREFORE, Plaintiff prays that this Court enter a Judgment in her favor against Defendants, jointly and severally if and where appropriate, which includes the following relief:

- A) An award of special damages in an amount to be shown at trial;
- B) An award of general damages in an amount to be shown at trial;

- C) An award of punitive damages in an amount to be shown at trial;
- D) An award of pre- and post-judgment interest;
- E) An award of attorneys' fees and costs of the action; and
- F) Such other and further relief as this Court deems just and proper and as may be

permitted at law or at equity.

DATED: Honolulu, Hawai'i, November 18, 2019.

/s/ Stephen M. Tannenbaum
JAMES J. BICKERTON
STEPHEN M. TANNENBAUM
CHRISTOPHER S. BOUSLOG

Attorneys for Plaintiff
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Defendants.

CIVIL NO. _____
(Other Non-Vehicle Tort)

DEMAND FOR JURY TRIAL

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Plaintiff M. K., by and through her attorneys, Bickerton Law Group, LLLP, hereby
demands trial by jury on all issues triable herein.

DATED: Honolulu, Hawai'i, November 18, 2019.

/s/ Stephen M. Tannenbaum
JAMES J. BICKERTON
STEPHEN M. TANNENBAUM
CHRISTOPHER S. BOUSLOG

Attorneys for Plaintiff
M. K.

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Defendants.

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SUMMONS

SUMMONS

TO ALL NAMED DEFENDANTS:

You are hereby summoned and required to file with the court and serve upon Plaintiffs' attorneys, Bickerton Law Group, LLLP, whose address is 745 Fort Street, Suite 801, Honolulu, Hawai'i 96813, an answer to the Complaint which is herewith served upon you, within twenty (20) days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Pursuant to Rule 4(b) of the Hawaii Rules of Civil Procedure, this summons shall not be personally delivered between 10:00 p.m. and 6:00 a.m. on premises not open to the general public, unless a judge of the above-entitled court permits, in writing on this summons, personal delivery during those hours.

A failure to obey this summons may result in an entry of default and default judgment against the disobeying person or party.

DATED: Honolulu, Hawai'i, _____.

CLERK OF THE ABOVE-ENTITLED COURT