

FILED

2008 FEB 29 P 4: 15

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

CUYAHOGA COUNTY

Complaint

LISA ROMANIUK
6225 Rhonda Drive
North Ridgeville, Ohio 44039

Plaintiff,

v.

BELLA DERM, INC.
c/o Its Statutory Agent
Richard E. Annabella
19630 Center Ridge Road
Westlake, Ohio 44116

and

BELLA DERM MEDI SPA
24461 Detroit Road
Westlake, Ohio 44145

and

RICHARD E. ANNABELLA
aka RICHARD E. ANNABELLE AND
RICHARD E. ANNABLE
24461 Detroit Road
Westlake, Ohio 44145

and

YASER ABDELHAMID
29463 Detroit Road
Westlake, Ohio 44145

and

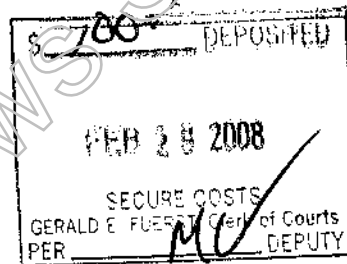
HARRY D. SIMMONS, M.D., Ph.D.
11002 Detroit Ave.
Cleveland, Ohio 44102

CASE NO.: CAROLYN B FRIEDLAN
CV 08 652542

JUDGE:

COMPLAINT

(Jury Demand Endorsed Hereon)



Courthouse News Service

and)
)
 JOHN DOE PYSICIANS 1-10)
 (Names and addresses uknown)
)
 and)
)
 GE MONEY BANK)
 140 Wekiva Springs Road)
 Longwood, Florida 32779)
)
 Defendants.)

Now comes Plaintiff Lisa Romaniuk, by and through their undersigned counsel and for her Complaint against Defendants states and alleges as follows:

PARTIES

1. Plaintiff Lisa Romaniuk is an individual who resides at 6225 Rhonda Drive, North Ridgeville, Ohio.
2. Defendant Bella Derm, Inc., is a business, incorporated pursuant to the laws of the State of Ohio, which has its principal place of business at 19630 Center Ridge Road, City Westlake, County of Cuyahoga, State of Ohio.
3. Defendant Bella Derm Medi Spa is a skin spa, organized pursuant to the laws of the state of Ohio, which has its office at 24461 Detroit Road, City Westlake, County of Cuyahoga, State of Ohio.
4. Defendant Richard Annabella also known as Richard E. Annabelle and Richard E. Annable (Hereinafter "Richard Annabella or Annabella") is a cosmetologist, licensed by the State of Ohio, who maintains business offices at 19630 Center Ridge Road and 24461 Detroit Road, City Westlake, County of Cuyahoga, State of Ohio.

5. Defendant Yaser Abdelhamid is an acupuncturist, licensed by the State of Ohio, who was at all times pertinent an employee or agent of Defendants Bella Derm, Inc., Bella Derm Medi Spa, and/or Richard Annabella, and acting in the course and scope of his employment and/or agency relationship.

6. Defendant Harry D. Simmons, M.D., Ph.D., is a physician, licensed by the State of Ohio, who was at all times pertinent the Medical Director of Bella Derm, Inc., and/or Bella Derm Medi Spa, and an employee or agent of Defendants Bella Derm, Inc., Bella Derm Medi Spa, and/or Richard Annabella, and was acting in the course and scope of his employment and/or agency relationship as the on site board certified physician supervisor.

7. Upon information and belief, Defendant Bella Derm Medi Spa is wholly owned and operated by Defendant Bella Derm, Inc.

8. At all times relevant herein, Defendant Richard E. Annabella was acting in the course and scope of his employment with Defendants Bella Derm Medi Spa and Bella Derm, Inc.

9. At all times relevant herein, Defendant Annabella was the sole owner, operator, shareholder, and proprietor of Defendants Bella Derm Medi Spa and Bella Derm, Inc.

10. Defendant GE Money Bank is a lender, licensed to provide financing in the State of Ohio, and who provides financing to clients of Defendants Annabella, Bella Derm Medi Spa and Bella Derm, Inc. through a program called "Care Credit."

11. Defendants John Doe Physicians 1-10 are individuals, licensed by the State of Ohio as medical doctors, who were represented by Defendants Annabella and Bella Derm to be employees, agents or contractors with Bella Derm Medi Spa and/or Bella Derm, Inc., and whose identities and locations are unknown to Plaintiff despite diligent investigative efforts.

RECITATION OF THE FACTS

12. Plaintiff realleges paragraphs 1 – 11 of her Complaint as if fully rewritten herein.

13. November 27, 2006, Plaintiff consulted with Defendants for, among other treatments, certain cosmetic treatment including, but not limited to, abdominoplasty tummy tuck, micro derm abrasion, liposolve and mesoinfusions.

14. In fact, it was recommended by Defendant that Plaintiff undergo several installments of said treatment over a period of 6 or more months.

15. Plaintiff underwent a portion of the recommended treatment.

16. All or part of the above treatment is performed using a Roller device, which penetrates the client's skin.

17. The total cost of the above treatment was \$7,220.00.

18. In order to finance the treatment, Defendants offered Plaintiff financing through Defendant GE Money Bank under a program called Care Credit.

19. Plaintiff entered into a financing agreement with Defendant GE Money Bank for financing the \$7,220.00 for the above cosmetic treatment.

20. Defendants represented to Plaintiff that the Roller device used in the cosmetic treatment "was only used on [Plaintiff] and no other client."

21. Defendant Annabella represented himself as a doctor to Plaintiff, and upon information and belief other clients, by wearing a white physician's coat and instructing his staff to refer to him as "Dr. Annabella" to his clients, including Plaintiff.

22. Plaintiff underwent the above treatments at Bella Derm Medi Spa under the hand of employees of Bella Derm Medi Spa and Bella Derm, Inc. and Richard Annabella, from August, 2006 through March, 2007.

23. In March, 2007, Plaintiff learned that Defendants used a universal Roller device on all their clients.

24. As a result, Plaintiff was required to undergo blood testing to determine if she had contracted any communicable diseases, including but not limited to, Hepatitis C, HIV, and others.

COUNT I
(Negligent Tort)

25. Plaintiff realleges paragraphs 1 – 24 of her Complaint as if fully rewritten herein.

26. During the course of her treatment at Bella Derm Medi Spa, agents, employees and/or contractors of Defendants improperly performed medical and/or surgical treatment on the Plaintiff.

27. Said agents, employees and/or contractors, including but not limited to all named Defendants, were negligent in the handling of the Roller device, negligent in sanitizing the Roller device, and negligent in utilizing the same Roller device on multiple clients without proper cleaning and sanitizing procedures.

28. While being mishandled by the Defendants, Plaintiff suffered injury and damages, including, but not limited to, various scarring, emotional fear, psychological damages related to medically monitoring, and other financial damages.

29. Employees, agents or contractors of Defendants acted intentionally, negligently, recklessly, wantonly or willfully in their actions and/or inactions toward Plaintiff.

30. Defendants Bella Derm Medi Spa and Bella Derm, Inc. are responsible for the actions and/or inactions of their employees under the theories of respondeat superior, agency and/or vicarious liability.

31. Defendants Annabella, Bella Derm Medi Spa and Bella Derm, Inc. breached a duty of care owed to Plaintiff.

32. As a direct and proximate result of Defendants' breach of duty, Plaintiff suffered, continues to suffer and will suffer permanent damages of both physical and emotional nature.

COUNT II
(Intentional Act)

33. Plaintiff realleges paragraphs 1 – 32 of their Complaint as if fully rewritten herein.

34. During the course of her cosmetic treatment at Bella Derm Medi Spa, agents, employees and/or contractors of Defendants violated Plaintiff physically, causing her risk of exposure to virus and diseases such as Hepatitis C and HIV.

35. Said agents, employees and/or contractors operated under the supervision of Richard Annabella.

36. Employees, agents or contractors of Defendants acted negligently, recklessly, wantonly or willfully in their actions and/or inactions toward Plaintiff.

37. Bella Derm, Inc. is responsible for the actions and/or inactions of its employees, agents or contractors including Richard Annabella.

38. Defendants acted intentionally because they knew they were not trained and not licensed to properly perform the treatment at issue.

39. Defendants also knew of the high risk of spreading infectious diseases by utilizing a universal Roller device on multiple clients without proper cleansing and sanitization procedures.

40. Defendants failed to fully disclose to Plaintiff the nature and extent of the procedures performed, including the fact that Defendants were not licensed to perform the

procedures, Defendants were not properly trained to perform the procedures, and that Defendants utilized a universal Roller device on multiple clients.

41. As a consequence, Plaintiff could not fully appreciate the risks that Defendants subjected her to, including the risk of infection, and therefore did not knowingly consent to the procedures, and therefore Defendants engaged in a nonconsensual touching of the Plaintiff's body, which therefore constitutes a battery.

42. As a direct and proximate result of Defendants' intentional conduct, Plaintiff suffered, continues to suffer and will suffer permanent damages of both physical and emotional nature.

COUNT III (Fraud)

43. Plaintiff realleges paragraphs 1 – 42 of her Complaint as if fully rewritten herein.

44. Defendants Annabella, Bella Derm Medi Spa and Bella Derm, Inc. represented to its clients, including Plaintiff, that they were licensed to perform the cosmetic procedures detailed above.

45. Defendant Annabella held himself out to his clients, including Plaintiff, as a licensed medical doctor either expressly or implicitly through his conduct, including, but not limited to, wearing a white physician's coat and having his staff refer to him as "Doctor Annabella" to clients, including Plaintiff.

46. Upon information and belief, Defendant Annabella went so far as to hire a public relations firm to produce advertising wherein Annabella was referred to as "Dr. Annabella."

47. Said Defendants also represented to its clients, including Plaintiff, that its staff included medical doctors, licensed by the State of Ohio, that oversaw, participated in, worked in conjunction with, and performed the procedures at Bella Derm Medi Spa.

48. Said Defendants also represented to its clients, including Plaintiff, that the Roller device was solely that of the individual client, and that it was not being used on multiple clients.

49. The representations made by Defendants were made with the purpose and intent of having clients, including Plaintiff, rely on them.

50. When the representations were made to Plaintiff, Defendants knew them to be untrue and inaccurate, false and misleading.

51. Clients, including Plaintiff herein, reasonably relied upon the representations made by Defendants.

52. As a consequence of reasonably relying on the false and misleading representations, Plaintiff suffered monetary damages, physical pain, injuries, and emotional damages, all to her detriment.

**COUNT IV
(Medical Negligence)**

53. Plaintiff realleges paragraphs 1 – 52 of her Complaint as if fully rewritten herein.

54. Defendants Harry Simmons, M.D., Ph.D., and John Doe Physicians 1-10 are physicians, licensed by the State of Ohio, who were contracted to supervise, assist, perform or otherwise provide medical care and services to the clients of Defendants Richard Annabella, Bella Derm Medi Spa and Bella Derm, Inc.

55. Defendants Harry Simmons, M.D., Ph.D., and John Doe Physicians 1-10 had a duty to Plaintiff to supervise, assist, and provide medical and surgical care and treatment in accordance with acceptable medical standards.

56. Defendants Harry Simmons, M.D., Ph.D., and John Doe Physicians 1-10 breached the duty of care to Plaintiff in that the supervision of medical and surgical care and the medical and surgical care and treatment provided in connection with the Defendants Richard

Annabella, Bella Derm Medi Spa and Bella Derm, Inc. was below the acceptable standards of care.

57. As a direct and proximate result of the negligence of Defendants Harry Simmons, M.D., Ph.D., and John Doe Physicians 1-10, Plaintiff has suffered severe and permanent personal and physical injury, incurred medical and hospital expenses, and suffered severe and permanent emotional injuries.

**COUNT V
(Breach of Contract)**

58. Plaintiff realleges paragraphs 1 – 57 of her Complaint as if fully rewritten herein.

59. Defendants Richard Annabella, Bella Derm Medi Spa and Bella Derm, Inc. breached the contract entered into with Plaintiff, in that the promises and obligations Defendants made in consideration for payment were not satisfied in whole or in part. A copy of the agreement for services is not in possession of Plaintiff at this time.

60. As a direct result of Defendants' breach of contract, Plaintiff suffered damages in the form of the contract price.

**COUNT VI
(Void Contract)**

61. Plaintiff realleges paragraphs 1 – 60 of her Complaint as if fully rewritten herein.

62. In order to undergo the cosmetic treatment, Plaintiff was financed through Defendant GE Money Bank. A copy of the financing agreement is not in possession or control of Plaintiff at this time.

63. The contract between Plaintiff and Defendants Bella Derm Medi Spa, Richard Annabella, and Bella Derm, Inc. was illegal and induced by fraud and is therefore void.

64. Because the underlying contract to the financing arrangement with Defendant GE Money Bank was illegal, induced by fraud and is void, the financing arrangement was illegal, induced by fraud, and also void.

65. In fact, Plaintiff would not have undergone any treatment with Defendants if it were not for Defendant GE Money Bank.

66. Defendant GE Money Bank enabled Defendants Annabella and Bella Derm to carry out their fraud upon clients, including Plaintiff.

67. Without the financial backing of GE Money Bank as an available resource for Defendants' clients, Defendants would not have treated Plaintiff, and others, and would not have been able to engage in their intentional, fraudulent, negligent, and reckless conduct.

70. Defendant GE Money Bank's involvement was necessary for Defendants to carry out their operations, mistreat clients, including plaintiff, and engaged in their intentional, fraudulent, negligent, and reckless conduct.

71. Plaintiff's obligations to GE Money Bank under the financing arrangement are void.

72. Plaintiff is not obligated to GE Money Bank for any outstanding amounts under the account.

COUNT VII
(Negligent Tort – Yaser Abdelhamid)

73. Plaintiff realleges paragraphs 1 – 66 of her Complaint as if fully rewritten herein.

74. Defendant Yaser Adbelhamid, among other things, ordered and interpreted blood tests with respect to Defendants' clients, including Plaintiff.

75. Defendant Yaser Abdelhamid engaged in the unauthorized practice of medicine and was otherwise negligent in his duties as an acupuncturist as it relates to the duties he owed Plaintiff.

76. Defendant Yaser Abdelhamid, among other things, violated Revised Code 4762.01, *et seq.*, and was therefore negligent per se.

77. Defendant Yaser Abdelhamid represented himself as “N.D.; LAc” and a “doctor” to clients, including Plaintiff, a violation of Revised Code 4762.08.

78. Defendant Yaser Abdelhamid intended for clients, including Plaintiff, to rely on his representation of himself as “N.D.; LAc” and a “doctor”.

79. At the time he made the above representations, Defendant Yaser Abdelhamid knew them to be untrue, inaccurate, false and misleading.

80. Plaintiff reasonably relied upon the representations made by Defendant Yaser Abdelhamid to her detriment and damage.

81. As a direct and proximate result of the negligence and misrepresentations of Defendant Yaser Abdelhamid, Plaintiff has suffered severe and permanent personal and physical injury, incurred medical and hospital expenses, and suffered severe and permanent emotional injuries, in addition to monetary loss related to purchase of the services performed by Defendant Yaser Abdelhamid.

WHEREFORE, Plaintiff prays for judgment against the Defendants jointly and/or severally in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) for compensatory damages, punitive damages, costs, attorneys’ fees; a declaratory judgment that the financing agreement entered into with Defendant GE Money Bank is void; a declaratory judgment that Plaintiff is not obligated for any amounts to Defendants GE Money Bank and/or

Bella Derm, Inc. and/or Bella Derm Medi Spa; a declaration that GE Money Bank remove any and all reference to any alleged debt owed by Plaintiff from all credit reporting agencies, and all other damages that this Court deem just and equitable under the laws of the State of Ohio.

Respectfully submitted,

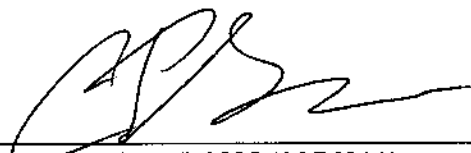


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JURY DEMAND

A jury pursuant to Civil Rule 38(B) is hereby demanded for all issues.



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