

COMMONWEALTH OF KENTUCKY
JEFFERSON CIRCUIT COURT
CIVIL BRANCH
_____ DIVISION
CIVIL ACTION NO. 19-CI-_____

CHRISSY CRAM

PLAINTIFF

V.

LEE E. CORBETT, MD.;

SERVE: Lee E. Corbett, MD
5303 Woodside Pointe Court
Louisville KY 40207

CORBETT COSMETIC SURGERY A/K/A
CORBETT COSMETIC AESTHETIC SURGERY AND MEDSPA; and

SERVE: Lee E. Corbett, MD
5303 Woodside Pointe Court
Louisville KY 40207

LOUISVILLE PLASTIC SURGERY, PLLC

DEFENDANTS

SERVE: FBT LLC (Registered Agent)
400 West Market Street
32nd Floor
Louisville, KY 40202-3363

COMPLAINT AND JURY DEMAND

Comes the Plaintiff, by counsel, and for her claims herein, state:

1. Plaintiff Chrissy Cram is a resident of Bourbon County, Kentucky and submits to the jurisdiction of the Jefferson Circuit Court.
2. Defendant, Lee E. Corbett, M.D. is a resident of Jefferson County, Kentucky.
3. Defendant, Corbett Cosmetic Surgery a/k/a Corbett Cosmetic Aesthetic Surgery and MedSpa, is a business entity operating at 13125 Eastpoint Park Blvd #102, Louisville, KY

40223. Corbett Cosmetic Surgery a/k/a Corbett Cosmetic Aesthetic Surgery and MedSpa is an inactive assumed name of Defendant Louisville Plastic Surgery, PLLC.

4. Defendant Louisville Plastic Surgery, PLLC is a domestic limited liability company with its principal office located at 13125 Eastpoint Park Boulevard, Suite 102, Louisville, Kentucky. Defendant Louisville Plastic Surgery, PLLC has appointed FBT LLC, 400 West Market Street, 32nd Floor, Louisville, KY 40202-3363 as its registered agent for service of process.

5. The amount in controversy in this action exceeds the minimum jurisdictional limits of this court, and therefore jurisdiction in this Court is proper pursuant to KRS 23A.010.

6. The incidents involves an injury that is done in Jefferson County, Kentucky and venue is appropriate pursuant to KRS 452.460.

BACKGROUND

7. Plaintiff sought medical treatment from Defendants Lee E. Corbett, M.D., Corbett Cosmetic Surgery a/k/a Corbett Cosmetic Aesthetic Surgery and MedSpa, and Louisville Plastic Surgery, PLLC (hereinafter referred to as “Defendants”) to address issues with prior breast implants.

8. In particular, Plaintiff sought treatment to switch her submuscular breast implants to a subglandular position.

9. Plaintiff sought treatment and consulted with Defendants starting in January of 2018.

10. Plaintiff trusted Defendants and scheduled her surgical procedure for February 2, 2018 at Premier Surgery Center of Louisville to switch her implants to a subglandular position.

11. Plaintiff consented to Defendants performing a bilateral removal of her breast implants and switching the breast implant pocket from a submuscular position to a subglandular position (above the muscle).

12. On February 2, 2018, Defendants performed a bilateral removal and replacement of Plaintiff's breast implants.

13. In the February 2, 2018 surgery, Defendants did not switch the breast implant pocket and placed the new implant back in a submuscular position (below the muscle).

14. Medical records reflect Defendants switched the implant pocket and placed the implants in a subglandular position (above the muscle).

15. Plaintiff continued to be treated by the Defendants through March 7, 2018.

16. Plaintiff specifically asked Defendants if the breast implants were subglandular (above the muscle) on March 7, 2018.

17. Defendants lied and advised Plaintiff that the breast implants were subglandular and above the muscle on March 7, 2018.

18. Plaintiff was dissatisfied with the result of her breast implants surgery from Defendants and sought a repair from another plastic surgeon.

19. Plaintiff's new plastic surgeon believed the implants were in a subglandular or above the muscle position but could not confirm that until he performed a surgery.

20. On April 9, 2018, Plaintiff underwent a breast implant surgery and it was confirmed that Defendants placed her implants in a submuscular or below the muscle position.

COUNT I - BATTERY

21. Plaintiff restates and incorporates by reference the allegations in every paragraph heretofore stated as if fully set out herein.

22. Defendants intentionally committed the tort of battery by performing an operation which was on the incorrect part of the body of Plaintiff.

23. Plaintiff did not consent to the procedure performed by the Defendants.

24. The unconsented procedure performed by Defendants was not required by a medical emergency or any urgent circumstances.

25. As a direct and proximate result of Defendants' conduct, Plaintiff suffered serious physical injuries, physical pain and suffering, permanent disfigurement, past and future medical expenses, and emotional distress.

COUNT II – RES IPSA LOQUITUR

26. Plaintiff restates and incorporates by reference the allegations in every paragraph heretofore stated as if fully set out herein.

27. Defendants had superior knowledge of the February 2, 2018 procedure and superior opportunity to obtain the reasons that Plaintiff's breast implants were in a submuscular or below the muscle position.

28. Defendants had superior knowledge as to how the breast implants were caused to be in a submuscular or below the muscle position.

29. The circumstance require the jury to infer both negligence and causation from the mere occurrence of the event and the Defendants' relation to the event.

30. As a direct and proximate result of Defendants' conduct, Plaintiff suffered serious physical injuries, physical pain and suffering, permanent disfigurement, past and future medical expenses, and emotional distress.

COUNT III – BREACH OF CONTRACT

31. Plaintiff restates and incorporates by reference the allegations in every paragraph heretofore stated as if fully set out herein.

32. Plaintiff contracted with Defendants to perform a bilateral removal of her breast implants and switching the breast implant pocket from a submuscular position to a subglandular position.

33. Plaintiff fully performed her obligations under the contract.

34. Defendants breached the contract by failing to perform the procedure.

35. As a result of Defendants' breach, Plaintiff has suffered damages and is entitled to damages.

COUNT IV – FRAUD, FRAUDULENT CONCEALMENT, AND**SPOILIATION OF EVIDENCE**

36. Plaintiff restates and incorporates by reference the allegations in every paragraph heretofore stated as if fully set out herein.

37. Defendants willfully and intentionally made a material representations to Plaintiff that the breast implants were located in a submuscular or below the muscle position.

38. Defendant made these representation in Plaintiff's medical records and in direct conversations with Plaintiff.

39. Defendants' representations were false.

40. Defendants knew the representations weres false.

41. Defendants made the inducements to be acted upon by the Plaintiffs.

42. Defendants improperly manufactured medical records to perpetuate their fraud and to conceal the truth.

43. Defendants altered Plaintiff's medical records and thereby spoiled medical records and evidence.

44. Plaintiff acted in reliance upon Defendants' misrepresentations.

45. Plaintiff's reliance upon Defendants' misrepresentation, fraudulent concealment, and spoliation caused Plaintiff injury and continues to cause Plaintiff injuries.

COUNT V – VIOLATION OF THE CONSUMER PROTECTION ACT

46. Plaintiff restates and incorporates by reference the allegations in every paragraph heretofore stated as if fully set out herein.

47. Pursuant to KRS 446.70 and KRS 367.220, Plaintiff has a claim against Defendants by virtue of being damaged as a result of Defendants violations of the Consumer Protection Act.

48. Defendants employed unfair, false, misleading or deceptive acts or practices in the conduct or trade of commerce, which have been declared unlawful by KRS 367.170.

49. Plaintiff has been injured by Defendants unfair, false, misleading or deceptive acts or practices in the conduct or trade of commerce.

50. Pursuant to KRS 367.220(2) Plaintiff requests the Clerk of the Court mail a copy of this Complaint to the Kentucky Attorney General.

COUNT VI - STATUTORY PUNITIVE DAMAGES

51. Plaintiff restates and incorporates by reference the allegations in every paragraph heretofore stated as if fully set out herein.

52. Defendants treated Plaintiff with oppression and malice.

53. Based upon the actions and inaction of the Defendants, Plaintiff was subjected to cruel and unjust hardship.

54. Defendants as principal and/or employer authorized, ratified, and should have anticipated the conduct and actions of its agents.

55. As a direct and proximate result of Defendants' oppression and malice, Plaintiff should recover punitive damages.

COUNT VII – COMMON LAW PUNITIVE DAMAGES

56. Plaintiff restates and incorporates by reference the allegations in every paragraph heretofore stated as if fully set out herein.

57. Plaintiff restates and incorporates by reference the allegations in every paragraph heretofore stated as if fully set out herein.

58. Defendants acted with wanton or reckless disregard for the live or safety of Plaintiff.

59. Defendants as principal and/or employer authorized, ratified, and should have anticipated the actions of its agents.

60. As a direct and proximate result of Defendants' actions, Plaintiff should recover punitive damages.

JURY DEMAND

61. Plaintiff respectfully requests a jury.

WHEREFORE, the Plaintiff, by counsel, pray for the following relief against the Defendants, jointly and severally, in an amount in excess of the minimum jurisdictional requirements of the Court, for the following:

- A. Judgment against the Defendants, jointly and severally, awarding Plaintiff compensatory damages in excess of the minimum jurisdictional requirements of this Court in such amount as shall be determined to be fair and reasonable by a

jury at trial, together with pre-judgment and post-judgment interest at the legal rate until paid;

- B. Judgment against the Defendants, jointly and severally, awarding the Plaintiff punitive damages, together with pre-judgment and post-judgment interest at the legal rate until paid;
- C. Judgment awarding the Plaintiff costs and expenses reasonably incurred, together with pre-judgment and post-judgment interest at the legal rate until paid;
- D. Judgment awarding the Plaintiff attorney's fees incurred in this action, together with pre-judgment and post-judgment interest at the legal rate until paid;
- E. Trial by jury; and
- F. Any and all other relief to which the Plaintiff may be entitled.

Respectfully submitted,

/s/ Joseph D. Buckles

Joseph D. Buckles, Esq.
BUCKLES LAW OFFICE, PLLC
149 North Limestone
Lexington, Kentucky 40507
(859) 225-9540
(859) 251-6020 (fax)
joe@joebuckles.com
ATTORNEY FOR PLAINTIFF