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IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF KING

NASRA ELMI and ROBERT BLANTON,
husband and wife,

Plaintiffs,

v.

AESTHETIC REJUVENATION SPA, PLLC,
a Washington professional limited liability
company; and KRISTINE BRECHT, M.D.,
individually,

Defendants.

No.

COMPLAINT FOR DAMAGES

I. INTRODUCTION

Health care providers by law must disclose relevant information about their patient’s condition and the proposed course of treatment, as well as the physician’s competence and risks involved, sufficient to allow their patient to exercise the right to make an informed health care decision. This core mandate is based on a person’s inherent right to understand and determine what happens to her body. A physician who fails to give her patient a full disclosure rightfully faces liability under our laws when harm results. Similarly, physicians rightfully face legal liability when they use their positions of authority and marketing practices to solicit and deceive

1 customers into purchasing surgeries that cause injury. These standards apply with equal force to
2 elective procedures, such as cosmetic surgery.

3 Defendant Kristine Brecht, M.D. misled Plaintiff Nasra Elmi into believing she would
4 receive competent cosmetic surgery at Dr. Brecht's business, Aesthetic Rejuvenation & Spa. Dr.
5 Brecht failed to disclose that she lacked the proper credentials, training, or skill to provide that
6 care, and failed to explain to Ms. Elmi the risks of putting her appearance and health in Dr.
7 Brecht's hands. Had she done so, Ms. Elmi would have avoided Dr. Brecht's surgeries and the
8 related procedures that not only fell below the standard of care, but left her brutally and
9 permanently disfigured.

10 The WMC restricted Dr. Brecht's medical license and placed her license on probation
11 because of the kinds of acts, practices, and harms described in this Complaint. The WMC's
12 investigation found that Dr. Brecht failed to meet the standard of care in several ways: hiring
13 improperly licensed personnel, failing to supervise mid-level personnel, using anesthesia
14 inadequately, inappropriately prescribing opioids, benzodiazepines, and muscle relaxers,
15 providing inadequate post-operative care, and failing to maintain adequate medical records.
16 Later, the Department of Health found that Dr. Brecht had been operating her surgery center
17 without legal credentials. Dr. Brecht did not tell her patients that her practices violated the
18 standard of care, that she operated a surgery center without proper credentials, or that she was
19 under investigation for her negligent and deceptive practices. As a result, she caused severe harm
20 to Plaintiffs Nasra Elmi and her spouse Robert Blanton, as well as other consumers.

21 **II. PARTIES**

22 1. Plaintiffs Nasra Elmi and Robert Blanton, reside together in Kent, Washington.
23 They have been married to one another at all times and for all purposes material to this action.

24 2. Defendant Kristine Brecht, M.D. resides in Burien, Washington.
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1 3. Defendant Aesthetic Rejuvenation Spa, PLLC is a professional limited liability
2 company arising and existing under the laws of Washington State, assigned UBI number 603 043
3 327. That company operates a same-day ambulatory surgical facility within the meaning of
4 RCW 70.230.010(1), located at 14212 Ambaum Boulevard Southwest, Suite 304, Burien,
5 Washington 98166-1437, which is its principal office. The company's registered agent for
6 service of process in Washington State is Kristine Brecht at that same address
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8 4. Dr. Brecht and Aesthetic Rejuvenation Spa are vicariously liable for all acts of
9 every health care provider, employee, or contractor who assisted or participated in Ms. Elmi's
10 consultation, treatment, and care. At all times and for all purposes material to this action, Dr.
11 Brecht and Aesthetic Rejuvenation Spa have been agents of one another, acting within the
12 courses and scopes of their agencies.
13

14 5. At all times and for all purposes material to this lawsuit, Aesthetic Rejuvenation
15 Spa and/or Dr. Brecht did not have proper credentials to operate an ambulatory surgical facility
16 in Washington State, in direct contravention of law. *See* RCW 70.230.030.

17 6. Defendants failed to inform Ms. Elmi, and other patients that Aesthetic
18 Rejuvenation Spa was not properly credentialed as an ambulatory surgical facility.
19

20 **III. JURISDICTION AND VENUE**

21 7. The Superior Court of the State of Washington has jurisdiction over the subject
22 matter and persons in this action because the incident complained of arose from Defendants
23 and/or their agents' commission of one or more tortious acts within the State of Washington,
24 and/or Defendants and/or their agents' ownership, use and/or possession of property within the
25 State of Washington, and the damages suffered by Plaintiffs exceeds three hundred dollars. Each
26 Defendant was properly served with process in this action, in accordance with Washington law.
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1 8. Proper venue of this matter exists in the Superior Court of the State of
2 Washington in and for King County, because, the cause of action or some part thereof arose in
3 King County, and/or because, based upon information and belief, formed after inquiry
4 reasonable under the circumstances, and in anticipation of likely evidentiary support after a
5 reasonable opportunity for further investigation or discovery, one of the Defendants resides in
6 King County, Washington at the commencement of this action. This matter is properly sited in
7 the King County Superior Court's Kent Division because the consultation and treatment giving
8 rise to Plaintiffs' claims occurred in Burien, King County, Washington.
9

10 **IV. COMPLIANCE WITH LAWS PECULIAR TO HEALTH CARE**
11 **LAWSUITS**

12 9. This action was commenced within the applicable statute of limitations.

13 10. Plaintiffs decline to submit this dispute to arbitration pursuant to RCW 7.70.020.

14 See attached Exhibit A. This election complies with Washington law.

15 **V. FACTS**

16 **Background on Dr. Kristine Brecht's Business and Practices**

17 11. The State of Washington Medical Commission issued Dr. Brecht a license to
18 practice as a physician and surgeon on November 10, 2004.
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20 12. Dr. Brecht states that she is board certified physician. However, she has never
21 been board certified in cosmetic surgery or any other kind of surgery.

22 13. Defendants' website claims they run an "exclusive surgical office" and that Dr.
23 Brecht loves "the artistry that is an integral part of the cosmetic surgery experience."
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1 14. Dr. Brecht’s “exclusive surgical office,” Aesthetic Rejuvenation & Spa, claims to
2 be an ambulatory cosmetic surgery center, chronic pain management practice, and long-COVID
3 treatment facility.

4 15. Defendants have designed each practice identified above to make Defendants
5 large amounts of money by preying on vulnerable patients.

6 16. Defendants offer prospective surgery customers a complimentary consultation.

7 17. In 2019 and 2020, most of Defendants’ income was earned from surgical services.

8 18. Defendants specifically represent to the public that Dr. Brecht is competent to
9 perform full facial and body surgical and non-surgical procedures including liposuction, lip
10 sculpting with fat transfer, breast augmentation, breast lifts, body lifts, abdominoplasty,
11 face/neck lifts, facial fillers, facial resurfacing, and Botox, among other procedures.

12 19. Defendants’ website quotes Dr. Brecht saying, “Rejuvenation means to give an
13 improved look....Aesthetic Rejuvenation encompasses all that I do as a Cosmetic Surgeon, but
14 not all Cosmetic Surgeons do what I do.”

15 20. Defendants tell customers that Aesthetic Rejuvenation & Spa “offers the best
16 procedures for the fastest recovery” and promises “excellent result[s].”

17 21. Defendants advertise that Dr. Brecht is known and respected for her “cutting-edge
18 techniques” and that customers give her “high marks when it comes to a positive surgical
19 outcome and recovery process.”

20 22. Defendants’ website boasts of Dr. Brecht’s accolades, media appearances,
21 memberships, and certifications, including with the American Academy of Cosmetic Surgery.

22 23. Defendants advertise that Dr. Brecht has been featured on King 5 News multiple
23 times, including regularly on Wellness Wednesday, to discuss health and beauty issues.
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1 24. Defendants tells patients that Dr. Brecht was the chairwoman of the World
2 Congress of Liposuction and the former president of the American Society of Liposuction
3 Surgery.

4 25. Defendants tell patients that Dr. Brecht “patented a safer surgical anesthesia
5 process that results in decreased downtime, affording patients a faster and more comfortable
6 surgery recovery.”

7 26. Defendants also advertise that Dr. Brecht “has learned and perfected techniques
8 for doing the safest and most effective cosmetic surgery procedures without having to do general
9 anesthesia or deep sedation. We can do procedures with you completed relaxed, comfortable,
10 listening to relaxing Hawaii music in the background.”

11 27. Defendants call Dr. Brecht's sedation practices “superior” and “customized.”

12 28. Before Plaintiffs’ surgeries, Defendants dedicated a specific portion of their
13 website to misrepresenting individual scarring risks, telling prospective customers: “Aesthetic
14 Rejuvenation by Dr. Brecht is all about minimizing any markings and getting you ‘bikini ready.’
15 In many procedures, the incisions are so small that before the procedure is done it is often hard to
16 see where they were. In lipo sculpture the incisions are so tiny that no stitches are needed.”

17 29. Defendants also share patient recommendations with the public, without
18 cautioning that those patients’ results may not be categorically true, in order to encourage new
19 customers to select Dr. Brecht because “she being a woman understands what my needs may
20 be,” can achieve “minimal bruising” because she is “more gentle with the procedure,” and can
21 provide “awesome” results.

22 30. Dr. Brecht also manages a YouTube page that features video footage from her
23 procedures, short video descriptions of the cosmetic services she offers, advice about what kinds
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1 of procedures customers are good candidates for, and clips from her appearances on television.
2 All this media is intended to help prospective customers feel safe selecting her for their
3 treatment.

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8 **Authorities Have Repeatedly Investigated or Cited Dr. Brecht for Her**
9 **Unsafe and Deceptive Practices**

10 31. Dr. Brecht has been subject to multiple investigations for unsafe and deceptive
11 practices.

12 32. The Washington Medical Commission (“WMC”), which monitors and enforces
13 qualifications for licensure and standards of practice for Washington physicians, has received at
14 least 17 official complaints about Dr. Brecht’s practices.

15 33. The WMC investigated nine of these complaints, received in 2018 and 2019, and
16 issued a State of Charges against Dr. Brecht on April 16, 2020. None of these complaints
17 involved Ms. Elmi’s treatment.

18 34. The President of the Washington State Society of Plastic Surgeons has said the
19 number of complaints against Dr. Brecht is “above and beyond what you would expect.” He
20 further characterized her history as a “red flag,” and explained that he has “never heard of any
21 plastic surgeon getting that number of complaints.”
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23 35. The WMC’s 2020 Statement of Charges alleged that Dr. Brecht violated laws
24 regulating unprofessional conduct, including “incompetence, negligence, or malpractice” that
25 causes harm or injury to a patient. *See also* RCW 18.130.180(7), (10), and (14).
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1 36. That Statement of Charges further alleged Dr. Brecht violated several state
2 administrative laws governing patient evaluation, treatment plans, written agreements for
3 treatment, periodic review, the use and prescription of long-acting opioids, and consultation
4 recommendations and requirements.

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6 37. Although the WMC’s process entitled Dr. Brecht the right to defend herself
7 against the allegations by presenting evidence, she agreed to resolve the matter through
8 Stipulated Findings of Fact, Conclusions of Law, and an Agreed Order that was signed in 2021.

9 38. The 2021 Agreed Order adopted the WMC’s charges as alleged.

10 39. Among other deficiencies, the 2021 Agreed Order established as a matter of law
11 that Dr. Brecht:

- 12 a. used improper sedation techniques,
- 13 b. kept scant records of the performed procedures,
- 14 c. failed to note vital signs every three to five minutes,
- 15 d. discharged patients too quickly,
- 16 e. failed to work with properly licensed personnel,
- 17 f. failed to monitor patients post operatively,
- 18 g. failed to consult with patient’s primary care providers, and
- 19 h. failed to obtain an adequate medical history or perform a complete

20
21 physical examination.

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23 40. The 2021 Agreed Order found a number of “aggravating factors” increased the
24 egregiousness of Dr. Brecht’s conduct:

- 25 a. the number and frequency of her unprofessional acts and the resulting
26 injuries she caused;

- b. the potential for further injury to be caused by her unprofessional conduct;
- c. the gravity of her unprofessional conduct; and
- d. the vulnerability of her patients and her abuse of their trust.

41. Dr. Brecht’s cooperation with the investigation was the only identified mitigating factor impacting the 2021 Agreed Order.

42. As a part of the 2021 Agreed Order, Dr. Brecht was temporarily restricted from performing any procedures that require sedation. She was also prohibited from prescribing controlled substances, from performing procedures requiring sedation without an anesthesiologist or anesthesiologist, and from supervising physician assistants and delegating management of her practice to mid-level providers.

43. Dr. Brecht was also required to receive training on record keeping practices and adopt and implement an electronic medical record keeping system that complied with guidelines and the standard of care, among other restrictions and obligations.

44. The 2021 Agreed Order states that Dr. Brecht’s compliance with these conditions is necessary for the “[p]rotection of the public.”

45. While the WMC’s investigation was proceeding, Defendants continued to solicit patients based on her claimed superior surgical skills, sedation practices, and exceptional results.

46. Information about the charges and investigation against Dr. Brecht were not publicly available before May 2020.

47. Plaintiffs, and, on information and belief, other of Defendants’ prospective patients, had no reason to search for these records after May 2020 because Defendants concealed from those persons that Dr. Brecht was under investigation by the WMC.

1 48. During the WMC's investigation, Defendants continued to solicit patients based
2 on Dr. Brecht's claimed superior surgical skills, sedation practices, and exceptional results.

3 49. The WMC continues to investigate multiple other complaints against Dr. Brecht.

4 50. On October 22, 2021, the Washington State Department of Health found that Dr.
5 Brecht was operating her ambulatory surgery center without a license.
6

7 51. Before the Department of Health's 2021 Agreed Order, Dr. Brecht had never held
8 the appropriate and required credentials to operate an ambulatory surgical facility in Washington
9 State required by RCW 70.230.030.

10 52. Defendants concealed from prospective patients that Dr. Brecht did not have
11 proper licensure to run an ambulatory surgical center.
12

13 **Dr. Brecht Failed to Adequately Inform Plaintiff of Her Credentials and**
14 **the Risks of Surgery**

15 53. Without knowledge of these investigations and deficiencies, but with knowledge
16 of the representations and accolades listed on Dr. Brecht's website, Ms. Elmi approached Dr.
17 Brecht for a consultation about weight loss solutions in August 2020.

18 54. In reliance on Defendants' web advertising, on August 1, 2020 Ms. Elmi selected
19 Dr. Brecht for a consultation.

20 55. At that time, Ms. Elmi, who is 5'0", weighed approximately 192 pounds.

21 56. Defendants provided Ms. Elmi a consultation form, on which she indicated her
22 interest in work on her stomach and arms. It disclosed two previous surgeries she had for fibroid
23 removal in her pelvic area, that she had diabetes, and that she was a smoker. Dr. Brecht did not
24 indicate that Ms. Elmi had any medical condition that would contraindicate liposuction.
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1 57. Dr. Brecht recommended that Ms. Elmi receive liposuction in multiple areas of
2 her upper body:

- 3 a. Stomach: thoracic roll, upper and lower abdomen, and pubic region;
- 4 b. Sides: left and right love handles;
- 5 c. Breasts: left and right bra regions; and
- 6 d. Upper arms.

7
8 58. Dr. Brecht also recommended that Ms. Elmi undergo multiple tissue
9 reconstruction procedures, including an abdominoplasty with umbilical reconstruction (a tummy
10 tuck) and a bilateral breast lift with fat transfer to even out her breasts, a bilateral arm lift, and
11 skin tightening using a Renuvion/J-Plasma device

12 59. The Renuvion/J-Plasma device uses radiofrequency (RF) energy and helium to
13 generate plasma (a gas-like substance with high heat). The plasma can be used to cut, coagulate
14 (stop bleeding), and eliminate soft tissue with heat during surgery.

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16 60. The Renuvion/J-Plasma device is FDA cleared only for general use in cutting,
17 coagulation, and ablation of soft tissue during open and laparoscopic surgical procedures. It has
18 not been determined to be safe or effective for any specific procedure intended to improve the
19 appearance of the skin. The Renuvion/J-Plasma device for any aesthetic procedure to improve
20 the appearance of skin has not been cleared or approved by the FDA.

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22 61. The FDA has received reports describing serious adverse events when the
23 Renuvion/J-Plasma device was used directly on the skin and potentially life-threatening adverse
24 events when the Renuvion/J-Plasma device was used under the skin. Reported events include
25 second- and third- degree burns, infection, change in skin color, scars, nerve damage, significant
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1 bleeding, and air or gas accumulation under the skin, in body cavities, and in blood vessels. In
2 some cases, adverse events required treatment in an intensive care unit (ICU).

3 62. The U.S. Food and Drug Administration specifically warns, “Do not use
4 Renuvion/J-Plasma device for dermal resurfacing or skin contraction, alone or in combination
5 with liposuction.”

6
7 63. Dr. Brecht did not even mention to Ms. Elmi any risk associated with use of a
8 Renuvion/J-Plasma device.

9 64. Before consulting with Dr. Brecht, Ms. Elmi consulted other cosmetic surgeons
10 online. They did not recommend liposuction for her. Ms. Elmi told Dr. Brecht about these
11 consultations and asked about her view. Mr. Elmi also specifically asked about the risk of
12 scarring.

13
14 65. In response, Dr. Brecht told Ms. Elmi that she was the “professor” of liposuction,
15 that she trained other surgeons in the area about how to do these procedures, that Ms. Elmi did
16 not have to worry about scarring, and that she would “get rid of all that fat!”

17 66. Dr. Brecht told Ms. Elmi that she would have a flat abdomen after the procedures.

18 67. Dr. Brecht gave Ms. Elmi multiple guarantees against unfavorable results.

19 68. Ms. Elmi took Dr. Brecht’s advice and trusted her.

20 69. Dr. Brecht did not inform Ms. Elmi about the volume of fat she would remove or
21 the consequences and risks of such removal.

22
23 70. Dr. Brecht scheduled Ms. Elmi’s procedures for September 1, 2020 and
24 September 8, 2020. Defendants charged a combined \$24,088.00 for all the procedures. This
25 amount included a charge for “nursing fees,” even though Defendants did not have any
26 registered nurses assisting with Ms. Elmi’s surgeries.

1 71. On information and belief, the employees who assisted on Ms. Elmi’s surgeries
2 did not have any formal medical training.

3 72. Based on information and belief, Dr. Brecht did not consult with any of Ms.
4 Elmi’s previous medical providers before the surgeries. Dr. Brecht likewise did not obtain any
5 past medical records from any of Ms. Elmi’s other medical providers. Dr. Brecht’s records also
6 fail to establish that she completed a full physical examination before subjecting Ms. Elmi to her
7 surgeries.
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9 73. Ms. Elmi signed various consent forms Defendants gave her.

10 74. These consent forms were “fill-in-the-blank” forms littered with typographical
11 errors. Defendants’ consent forms only offered boilerplate explanations of the risks and benefits
12 of surgery in general. In other instances, the consent forms downplayed the risks. For example,
13 the consent form for “Fat Transfer Under Local Anesthesia,” provided: “any surgery involves
14 risks of infection, bleeding, scarring, or serious injury; however tumescent anesthesia has an
15 amazingly good safety record.” This last clause suggests that the use of Dr. Brecht’s special
16 anesthesia reduces the risk of infection, bleeding, scarring, and serious injury.
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18 75. That same consent form provided that fat transfer and liposuction—both
19 procedures to which Ms. Elmi was to consent—are “least likely to cause any significant post
20 surgical irregularities of the skin” and that, following surgery, a “casual observer should not
21 notice any evidence of surgical irregularities of the skin.” Finally, it indicated any scarring would
22 be “usually less than 2 to 3 mm in width, and are usually virtually invisible once healed.
23 Although you may be able to find them upon close examination, most other people would not be
24 able to see them.”
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1 76. Another of the consent forms indicated that diet, exercise, and weight loss were
2 not a sufficient alternative to a tummy tuck and that surgery was the best option for weight loss:

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4 ~~Diet, exercise and weight loss, and injections to dissolve fat have been touted as alternative to tummy tuck full-~~
5 ~~abdominoplasty but in fact there is no real good option to get rid of excess skin and when skin laxity from weight gain~~
6 ~~or pregnancy is the problem.~~

7 Initial if you understand and agree

8 77. Defendants did not inform Ms. Elmi before performing her surgeries that Dr.
9 Brecht was not credentialed to maintain an ambulatory surgical facility, nor did they indicate that
10 her practices and procedures were under investigation by the WMC.

11 **Dr. Brecht's Surgeries**

12 78. During the first surgery, Dr. Brecht completed liposuction of Ms. Elmi's thoracic
13 roll, upper and lower abdomen, left and right love handles, left and right bra fat, and pubic
14 region. She also completed a full abdominoplasty (tummy tuck), with umbilical reconstruction.
15 Dr. Brecht removed 3,600 cubic centimeters (3.6 liters) of fat, plus one pound of flap fat, and
16 1,000 cubic centimeters (1 liter) of fat with skin during this procedure.

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18 79. During the second surgery, on September 8, 2020, Dr. Brecht performed a
19 bilateral breast lift with fat transfer of 325cc of fat to Ms. Elmi's left breast and 436cc of fat to
20 her right breast. She also performed liposuction on her neck and inner arms, removing 1,400cc of
21 fat. Finally, she performed a bilateral arm lift.

22 80. Dr. Brecht did not prescribe any prophylactic antibiotics before the surgeries.

23
24 81. During both surgeries, despite operating on large areas, Dr. Brecht used oral
25 sedation rather than intravenous sedation or general anesthesia, which are more commonly used
26 for these types of procedures.

1 82. Dr. Brecht should have had intravenous access for emergency management during
2 the procedures.

3 83. Dr. Brecht also used a wide variety of oral medications, the combination of which
4 increased the likelihood that Ms. Elmi would remain sedated for an unreasonable length of time
5 and potentially after discharge.

6 84. Ms. Elmi suffered memory loss following the procedures because of the high
7 amount of oral sedation medications used during the procedures.

8 85. Dr. Brecht was not assisted by properly licensed personnel during either surgery.

9 86. Although Dr. Brecht practices with assistants in the surgical room, she does not
10 require them to “scrub in.” The failure for them to scrub in increases the likelihood of surgical
11 site infections for patients.

12 87. Dr. Brecht only noted Ms. Elmi’s vital signs every 15 minutes, though they
13 should have been noted every three to five minutes.

14 88. Dr. Brecht also did not record any post-operative monitoring was in Ms. Elmi’s
15 medical records. After both surgeries, Dr. Brecht discharged Ms. Elmi home approximately 30
16 minutes after completing the surgeries.

17 89. Dr. Brecht’s records also fail to include standard components, including the
18 location of incisions, devices and techniques used, the types of closures done, or materials used.

19 90. Many of the practices and procedures Dr. Brecht used during Ms. Elmi’s surgeries
20 were under investigation by the WMC.

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24 **Plaintiffs’ Injuries and Aftercare Treatment**

1 91. Ms. Elmi became concerned about her surgical results almost immediately. On
2 September 12, 2020 she asked Dr. Brecht about her skin and scabbing. Dr. Brecht continued to
3 assure her that everything was fine.

4 92. During follow-up visits, Dr. Brecht complimented her own work, but asked Ms.
5 Elmi to suck her stomach in a lift her arms up for progress photographs, which distorted the way
6 her body actually looked in the photographs.

7 93. When Ms. Elmi asked about why her breast lift and fat transfer neither lifted her
8 breasts nor evened them out, Dr. Brecht showed her a photograph of her during surgery, lying
9 down, and told her that her breasts were lifted in the photograph.

10 94. On September 15th, still concerned about her wound healing, Dr. Brecht told Ms.
11 Elmi that she just had “sensitive skin.”

12 95. Days later, after noting an “odor” from her left arm, Dr. Brecht tested her for
13 infection and found a “heavy growth” of abnormal bacterial cultures.

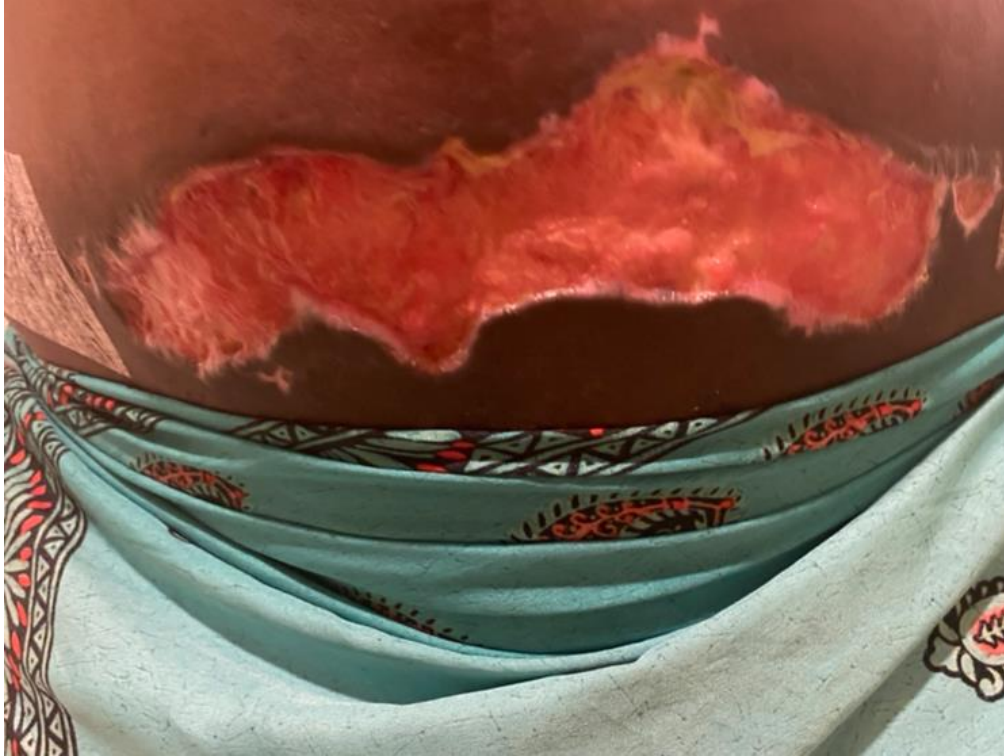
14 96. Ms. Elmi continued to follow Dr. Brecht’s recommendations, though her wounds
15 would not heal. Dr. Brecht told her she was just a “slow healer.”

16 97. The following photos show the progression of Ms. Elmi’s scarring during her
17 aftercare:
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98. Although the skin necrosis shrunk over time, Ms. Elmi was nevertheless devastated by her wounds, scars, and ongoing pain.

99. In particular, her arm scars cause constant and sharp pain to this day.

100. The incisions on her arms are also easily visible when she is standing up and her arms are down by her side, meaning she can no longer wear short sleeved tops.

101. Ms. Elmi grew increasingly depressed as a result of the failed procedures. In response, Dr. Brecht suggested, for the first time in the course of this evaluation and treatment, that Ms. Elmi see a nutritionist and exercise more. She told Ms. Elmi that “nothing is guaranteed in medicine!”

1 102. Dr. Brecht’s recommendations and assurances made no impact on Ms. Elmi’s
2 scarring or healing and, as a result, Ms. Elmi stopped seeing her in February 2021.

3 103. Ms. Elmi sought out other physicians hoping someone could help remedy what
4 Dr. Brecht had done to her body. Ms. Elmi was told that the scarring could have been caused by
5 a surgical site infection, tension at the closure site, or wound dehiscence due to poor healing
6 capacity in the setting of diabetes. Dr. Brecht had not advised Ms. Elmi before or after the
7 surgery that diabetes could impair her healing and thereby affect her surgical results. Another
8 physician informed Ms. Elmi that any attempt to revise her scarring is “ill-advised” based on
9 how thick her scars are and the tension at the closure sites. He also told her that she was not a
10 good candidate for the breast lift and fat transfer procedure, based on her body type. That, too, is
11 something Dr. Brecht never told Ms. Elmi. Relatedly, he commented that Dr. Brecht placed her
12 left nipple too low and too medial.
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15 104. As a direct and proximate result of Defendants’ above-described negligence
16 and/or the breach(es) of Defendants’ duties to supervise and/or obtain informed consent, and/or
17 commission of unfair and/or deceptive acts or practices in a trade or business, Plaintiff Nasra
18 Elmi has endured improper medical treatment that caused her personal injuries and damages;
19 including but not limited to the past, present, and future economic losses in the form of lost
20 wages and medical costs, and past, present, and future noneconomic injuries in the forms of pain,
21 suffering, fear, embarrassment, depression and other emotional distress, disability, scarring and
22 other disfigurement, and lost enjoyment of life. Plaintiffs do not know if Ms. Elmi will ever be
23 relieved of the painful and disfiguring consequences of Dr. Brecht’s practices.
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25 105. Ms. Elmi’s injuries and their emotional consequences have also affected the
26 marital life of she and Robert Blanton enjoyed. Robert Blanton has suffered, continues to suffer,
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1 and will suffer in the future loss of consortium and has thus been injured and damaged as a result
2 of Defendants' failure to secure informed consent, medical negligence and/or of Defendants'
3 unfair and deceptive acts.

4 **VI. FIRST CAUSE OF ACTION: MEDICAL NEGLIGENCE**

5 106. Defendants owed Ms. Elmi a duty to comply with the standard of care and to
6 exercise the skill, care, and learning expected of a reasonably prudent cosmetic surgeon acting in
7 the same or similar circumstances.

8 107. Dr. Brecht's practices and procedures violated the standard of care in numerous
9 ways; violations to which she admitted during the WMC investigation. Defendants Dr. Brecht
10 and Aesthetic Rejuvenation Spa were negligent in failing to exercise the degree of skill, care, and
11 learning expected of a reasonably prudent cosmetic surgeon practicing in the state of
12 Washington.

13 108. Defendants' tortious conduct was a cause in fact and legal cause of Ms. Elmi past,
14 present and future injuries and damages described above.

15 **VII. SECOND CAUSE OF ACTION: LACK OF INFORMED CONSENT**

16 109. Defendants had a legal duty to inform Plaintiff Nasra Elmi of all material facts,
17 including risks and alternative treatment options and/or no treatment, that a reasonably prudent
18 patient under similar circumstances would need in order to make an informed decision on
19 whether to consent to or reject a proposed course of treatment, and to obtain her informed
20 consent. Under Washington law, a material fact is one to which a reasonably prudent person in
21 the position of the patient would attach significance in deciding whether or not to submit to a
22 proposed course of treatment.
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1 110. Defendants failed to inform Plaintiffs of material facts relating to treatment,
2 including but not limited to the risks of Dr. Brecht's chosen approach to surgery, possible
3 alternative courses of treatment, treatment by a better qualified and/or experienced practitioner,
4 with the comparative risks and benefits attendant to choosing one treatment course over another.
5

6 111. Plaintiff Nasra Elmi consented to Defendants' proposed procedures without being
7 aware of or fully informed of these material facts and risks.

8 112. A reasonably prudent patient under similar circumstances would not have
9 consented to the treatment if informed of these material facts and risks and instead would have
10 sought treatment at another facility or forgone the procedures altogether.

11 113. Defendants failed to obtain Plaintiff Nasra Elmi's informed consent to their
12 treatment.

13 114. Defendants' failure to secure Ms. Elmi's informed consent was a cause in fact and
14 legal cause of the injuries and damages to Plaintiffs described above.
15

16 **VIII. THIRD CAUSE OF ACTION: BREACH OF PROMISE**

17 115. Defendants promised Plaintiff that the injuries suffered would not occur.

18 116. Defendants broke that promise and, as a direct and proximate result, Plaintiffs
19 suffered substantial injuries and damages. *See* RCW 7.70.030(2).
20

21 **IX. FOURTH CAUSE OF ACTION:
22 CONSUMER PROTECTION ACT VIOLATION**

23 117. Defendants violated the Washington Consumer Protection Act, Chapter 19.86
24 RCW, by using deceptive advertising and sales techniques to induce Plaintiff Nasra Elmi and, on
25 information and belief, other vulnerable customers, to consent to dangerous treatment at great
26 expense.
27

1 118. Defendants' solicitation of potential customers over the internet, radio, and on
2 television occurred in trade or commerce.

3 119. Defendant Aesthetic Rejuvenation Spa created financial incentives to Dr. Brecht
4 to perform procedures on Plaintiff Nasra Elmi, and, on information and belief, other patients, that
5 Dr. Brecht was incompetent to perform. This incentivized arrangement was not disclosed to Ms.
6 Elmi and, on information and belief, other patients prior to their treatment there.

7
8 120. Defendant Aesthetic Rejuvenation Spa inadequately supported Dr. Brecht in her
9 decision making as it related to Plaintiff Nasra Elmi, and, on information and belief, other
10 patients. This lack of adequate support was not disclosed to Ms. Elmi and, on information and
11 belief, other patients, prior to their treatment there.

12 121. Defendants' practices used to promote the entrepreneurial aspects of their health
13 care practices were dishonest and unfair for one or more of the reasons described above.

14
15 122. As a direct and proximate result of Defendants' unfair and deceptive acts and
16 practices, Plaintiffs sustained actual damages by way of injury to business and/or property;
17 including but not limited to costs associated with Ms. Elmi's consultation and preparation for
18 surgery.

19 123. Defendants' unfair and deceptive acts and practices injured other persons, had the
20 capacity to injure other persons and/or have the capacity to injure other persons.

21
22 **X. NO FAULT OF PLAINTIFFS**

23 124. Plaintiffs are without culpable fault for their injuries and damages asserted in this
24 matter.

1 **XI. NOTICE**

2 125. Waiver of Physician-Patient Privilege. In accordance with RCW 5.60.060(4)(b),
3 Plaintiff is deemed to waive the physician-patient privilege effective 90 days after the filing date
4 of this lawsuit. Plaintiff waives that privilege only to the extent necessary to allow Defendants to
5 proceed with formal discovery pursuant to Washington Superior Court Civil Rules unchallenged
6 by objections based upon the privilege.
7

8 126. Limitations on Waiver. The Defendants are not to contact any treating physician,
9 past, present, or subsequent, including treating healthcare persons either directly or indirectly,
10 without first notifying counsel for the Plaintiff so that his counsel might bring the matter to the
11 attention of the Court and seek appropriate relief, including imposing limitations and restrictions
12 upon any desire or intent by the Defendants to contact past or subsequent treating physicians *ex*
13 *parte*, pursuant to the rule announced in *Loudon v. Mhyre*, 110 Wn.2d, 675 (1988) and reaffirmed
14 in *Smith v. Orthop EDC-USA Int'l Ltd.*, 170 Wn.2d 659 (2010).
15

16 **PRAYER FOR RELIEF**

17 Plaintiffs Nasra Elmi and Robert Blanton pray for judgment against the Defendants, jointly
18 and severally, as follows:

- 19 1. For Plaintiffs' special and general damages sustained in amounts to be proven at
20 trial.
21
22 2. For treble damages arising from each instance of the Defendants' entrepreneurial
23 aspects of providing health care to Plaintiff Nasra Elmi, to the full extent authorized
24 by Chapter 19.86 RCW;

- 1 3. For all of Plaintiffs' actual costs and disbursements herein, and her reasonable
- 2 attorneys' fees to the full extent authorized by Chapter 19.86 RCW and/or other
- 3 applicable law;
- 4
- 5 4. If Defendants bring any frivolous or unfounded defenses, for Plaintiffs' attorneys'
- 6 fees and costs pursuant to RCW 4.84.185 and/or Rule 11 of the Superior Court Civil
- 7 Rules;
- 8
- 9 5. For statutory interest on the judgment from the date judgment is entered until paid
- 10 in full;
- 11
- 12 6. For prejudgment interest on all special damages;
- 13 7. For prejudgment interest on liquidated damages; and
- 14
- 15 8. For such other and further relief as the Court may deem just and equitable.

14 Dated this 11th day of July, 2022.

15
16 STRITMATTER KESSLER KOEHLER MOORE

17
18 

19 By _____
20 Ruby K. Aliment, WSBA No. 51242
21 Daniel R. Laurence, WSBA No. 19697

22 Attorneys for Plaintiff
23
24
25
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Declaration of Client Regarding Voluntary Arbitration

We hereby declare subject to perjury under the laws of the State of Washington the following:

- (1) The undersigned are the Plaintiffs in this lawsuit against Dr. Kristine Brecht and Aesthetic Rejuvenation & Spa.
- (2) We have read the provisions of the Voluntary Arbitration Act.
 - <https://app.leg.wa.gov/rcw/default.aspx?cite=7.70A>
- (3) Our attorneys have answered our questions about the Act.

We hereby elect to:

Opt out of the Voluntary Arbitration Act and try out case to a jury.

Opt into the Voluntary Arbitration Act recognizing there is a \$1 million limit on any recover.

Dated: 6/27/2022

Client 1: 
NASRA ELMI

Client 2: 
ROBERT BLANTON