

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR PALM  
BEACH COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

BRITTNEY ALDRIGHE,

Plaintiff,

vs.

SALON OASIS AND SPA OF BOCA  
RATON, LLC., and LISA BURBANK,

Defendants.

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**COMPLAINT**

COMES NOW, the Plaintiff, BRITTNEY ALDRIGHE (“Plaintiff” or “ALDRIGHE”), by and through undersigned counsel, and sues the Defendants, SALON OASIS AND SPA OF BOCA RATON (“Defendant” or “SALON OASIS”), and LISA BURBANK (“Defendant” or “BURBANK”), and states as follows:

**GENERAL ALLEGATIONS**

1. This is an action for damages in excess of Fifty Thousand (\$50,000.00) Dollars, excluding attorney’s fees and costs.
2. At all material times, the Plaintiff, ALDRIGHE, was/is a resident of Palm Beach County, Florida over the age of 18 and is otherwise *sui juris*.
3. At all material times, the Defendant, SALON OASIS, was/is a Florida limited liability company authorized to and conducting business in Palm Beach County, Florida and

- with a principal place of business in Miami-Dade County.
4. At all material times, the Defendant, BURBANK, was/is a resident of Palm Beach County, Florida and is otherwise *sui juris*.
  5. For the above reasons, jurisdiction and venue are proper in Palm Beach County Circuit Court.
  6. That at all material times, the Defendant, SALON OASIS, was and is the owner and operator of a cosmetology and skin care center known as SALON OASIS & SPA OF BOCA RATON located at 6100 Glades Road, Boca Raton, FL 33434.
  7. That at all material times, the Defendant, BURBANK, was and is an employee, agent and/or representative of the Defendant, SALON OASIS.
  8. That at all material times, the Defendant, SALON OASIS owned, operated, maintained, and/or controlled an IPL hair removal and/or laser hair removal device or apparatus which it offered for use to its customers.
  9. That IPL hair removal and/or laser hair removal exposes the users to pulses of laser light for a period of time. SALON OASIS alleges that such treatment works by targeting the hair follicle while it's in the growing cycle permanently destroying the blood source which allows hair growth.
  10. That IPL hair removal and/or laser hair removal is an ultrahazardous activity in that there is a real and substantial danger inherent in the activity such that the performance of IPL hair removal and/or laser hair removal will probably cause injury if proper precautions are not taken.
  11. That IPL hair removal and/or laser hair removal requires its operators to possess

specialized skill, knowledge, experience, and training and to utilize a heightened level of care in administering therapy to their patrons/patients.

12. That IPL hair removal and/or laser hair removal exposes the users to inherent risks and great dangers including but not limited to injury, disability, or even death.
13. That per the Electrolysis Practice Act (the “Electrolysis Act”) at Fla. Stat. Ann. “478.40-478.55, which regulates the practice of electrolysis, practitioners are required to possess and demonstrate certain requisite knowledge and training to protect the health, safety, and welfare of the general public while making these healing arts available to those who seek it.
14. That at all material times, Defendant BURBANK, had obtained a certificate of training and was authorized and/or licensed to administer IPL hair removal and/or laser hair removal treatments to patrons of SALON OASIS & SPA OF BOCA RATON.
15. That on or about November 3, 2022, ALDRIGHE, while using the Defendant’s premises to receive IPL hair removal and/or laser hair removal treatment, which was being administered and monitored by the Defendant BURBANK, was exposed to extreme temperatures and/or the wrong applicator was attached to the IPL hair removal and/or laser hair removal device and suffered severe and permanent injuries.

**COUNT I-STRICT LIABILITY AGAINST DEFENDANT SALON OASIS**

Plaintiff, ALDRIGHE, re-alleges, re-asserts, and re-avers each and every allegation contained in Paragraphs 1 through 15 above, and further alleges:

16. IPL hair removal and/or Laser hair removal is an activity that involves actual and verifiable risk of serious harm or injury to person, which cannot be performed without

- the risk of serious harm or injury, no matter how much care is taken, and is not commonly engaged in by individuals in the community. At all materials times, each of these facts surrounding IPL hair removal and/or laser hair removal were known or should have been known by Defendant, SALON OASIS.
17. That IPL hair removal and/or laser hair removal is an ultrahazardous activity in that there is a real and substantial danger inherent in the activity such that performance of IPL hair removal and/or laser hair removal will probably cause injury if proper precautions are not taken.
  18. On or about November 2, 2022, ALDRIGHE, relying upon the skill, expertise, training, and representations of, and at the suggestion and recommendation of Defendant, SALON OASIS, received IPL hair removal and/or laser hair removal treatment. Unbeknownst to Plaintiff, ALDRIGHE, excessive heat was applied and/or the wrong applicator was attached to the IPL hair removal and/or laser hair removal device, resulting in ALDRIGHE being severely burned.
  19. That because IPL hair removal and/or laser hair removal is an ultrahazardous activity, Defendant, SALON OASIS, is strictly liable for injuries caused by it.
  20. Pursuant to the Florida common law doctrine of strict liability for ultrahazardous activity, Defendant, SALON OASIS, is liable, without fault, for any damages sustained by the Plaintiff, ALDRIGHE, as a result of Defendant's ultrahazardous activity.
  21. As a direct and proximate result of the above-described ultrahazardous activity engaged in by Defendant, SALON OASIS, Plaintiff, ALDRIGHE, sustained bodily injuries resulting in pain and suffering, disability, disfigurement, mental anguish, loss of the

capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money, and aggravation of a pre-existing condition, if any. These losses are either permanent or continuing in nature and Plaintiff, ALDRIGHE, will suffer these losses in the future.

WHEREFORE, the Plaintiff, BRITTNEY ALDRIGHE, demands judgment against the Defendant, SALON OASIS & SPA OF BOCA RATON, LLC., for damages in excess of Fifty Thousand (50,000.00) Dollars as well as costs and disbursements of this action, pre-judgment interest where applicable, and further demands trial by jury as to all issues so triable as a right by jury.

**COUNT II-STRICT LIABILITY AGAINST DEFENDANT BURBANK**

Plaintiff, ALDRIGHE, re-alleges, re-asserts, and re-avers each and every allegation contained in Paragraphs 1 through 15 above, and further alleges:

22. IPL hair removal and/or Laser hair removal is an activity that involves actual and verifiable risk of serious harm or injury to person, which cannot be performed without the risk of serious harm or injury, no matter how much care is taken, and is not commonly engaged in by individuals in the community. At all materials times, each of these facts surrounding IPL hair removal and/or laser hair removal were known or should have been known by Defendant, BURBANK.
23. That IPL hair removal and/or laser hair removal is an ultrahazardous activity in that there is a real and substantial danger inherent in the activity such that the performance of laser hair removal will probably cause injury if proper precautions are not taken.
24. On or about November 3, 2022, ALDRIGHE, relying upon the skill, expertise, training,

and representations of, and at the suggestion and recommendation of Defendant, BURBANK, received IPL hair removal and/or laser hair removal treatment. Unbeknownst to Plaintiff, ALDRIGHE, excessive heat was applied and/or the wrong applicator was attached to the IPL hair removal and/or laser hair removal device, resulting in ALDRIGHE being severely burned.

25. That because IPL hair removal and/or laser hair removal is an ultrahazardous activity, Defendant, BURBANK, is strictly liable for injuries caused by it.
26. Pursuant to the Florida common law doctrine of strict liability for ultrahazardous activity, Defendant, BURBANK, is liable, without fault, for any damages sustained by the Plaintiff, ALDRIGHE, as a result of Defendant's ultrahazardous activity.
27. As a direct and proximate result of the above-described ultrahazardous activity engaged in by Defendant, BURBANK, Plaintiff, ALDRIGHE, sustained bodily injuries resulting in pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money, and aggravation of a pre-existing condition, if any. These losses are either permanent or continuing in nature and Plaintiff, ALDRIGHE, will suffer these losses in the future.

WHEREFORE, the Plaintiff, BRITTNEY ALDRIGHE, demands judgment against the Defendant, BURBANK, for damages in excess of Fifty Thousand (\$50,000.00) Dollars as well as costs and disbursements of this action, pre-judgment interest where applicable, and further demands trial by jury as to all issues so triable as a right by jury.

**COUNT III-NEGLIGENCE AGAINST SALON OASIS**

Plaintiff, ALDRIGHE, re-alleges, re-asserts, and re-avers each and every allegation contained in Paragraphs 1 through 15 above, and further alleges:

28. Defendant, SALON OASIS, owed a duty of reasonable care to ALDRIGHE in the use, operation, control, practice, maintenance, and/or administration of IPL hair removal and/or laser hair removal treatment.
29. On or about November 3, 2022, ALDRIGHE, relying upon the skill, expertise, training, and representations of, and at the suggestion and recommendation of Defendant, SALON OASIS, received IPL hair removal and/or laser hair removal treatment. Unbeknownst to Plaintiff, ALDRIGHE, excessive heat was applied and/or the wrong applicator was attached to the laser hair removal device, resulting in ALDRIGHE being severely burned.
30. On or about November 3, 2022, Defendant, SALON OASIS, breached its legal duty of care to Plaintiff, ALDRIGHE, by committing one or more of the following acts or omissions:
  - a. By failing to use the correct equipment when administering IPL hair removal and/or laser hair removal treatment to Plaintiff, ALDRIGHE;
  - b. By failing to warn the Plaintiff of the dangers associated with IPL hair removal and/or laser hair removal treatment;
  - c. By failing to correctly use the IPL hair removal and/or laser hair removal treatment equipment;
  - d. By failing to halt the procedure after the Plaintiff complained of an

intense burning sensation while receiving IPL hair removal and/or laser hair removal treatment;

- e. By failing to properly treat the Plaintiff for the burns she received during IPL hair removal and/or laser hair removal treatment;
  - f. By failing to adequately train, monitor and supervise its employees, namely BURBANK, with regard to proper and safe usage of its IPL hair removal and/or laser hair removal device;
  - g. By committing other actions or omissions to be determined through discovery.
31. At all material times, Defendant was in possession of the correct equipment, which it failed and/or chose not to provide to Plaintiff, despite knowing of the inherent risks and great dangers associated with IPL hair removal and/or laser hair removal and the likelihood of serious personal injury occurring by using the wrong equipment when performing laser hair removal treatment.
32. At all material times, Defendant, SALON OASIS, knew or should have known its actions and/or omissions would result in serious personal injuries, disability, or even death during IPL hair removal and/or laser hair removal treatment. Furthermore, it is and was at all material times completely foreseeable that the Defendant's actions of exposing ALDRIGHE to extreme temperatures and/or the wrong device would result in severe and permanent injuries to her.
33. As a direct and proximate result of the above-described negligence of Defendant, SALON OASIS, Plaintiff, ALDRIGHE, sustained bodily injuries resulting in pain and

suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money, and aggravation of a pre-existing condition, if any. These losses are either permanent or continuing in nature and Plaintiff, ALDRIGHE, will suffer these losses in the future.

WHEREFORE, the Plaintiff, BRITTNEY ALDRIGHE, demands judgment against the Defendant, SALON OASIS & SPA OF BOCA RATON, LLC., for damages in excess of Fifty Thousand (\$50,000.00) Dollars as well as costs and disbursements of this action, pre-judgment interest where applicable, and further demands trial by jury as to all issues so triable as a right by jury.

**COUNT IV-NEGLIGENCE AGAINST BURBANK**

Plaintiff, ALRIGHE, re-alleges, re-asserts, and re-avers each and every allegation contained in Paragraphs 1 through 15 above, and further alleges:

34. Defendant, BURBANK, owed a duty of reasonable care to ALDRIGHE in the use, operation, control, practice, maintenance, and/or administration of IPL hair removal and/or laser hair removal treatment.
35. On or about November 3, 2022, at the suggestion and recommendation of Defendant, BURBANK, received IPL hair removal and/or laser hair removal treatment. Unbeknownst to Plaintiff, ALDRIGHE, excessive heat was applied and/or the wrong applicator was attached to the IPL hair removal and/or laser hair removal device, resulting in ALDRIGHE being severely burned.
36. On or about November 2, 2022, Defendant, BURBANK, breached its legal duty of care

- to Plaintiff, ALDRIGHE, by committing one or more of the following acts or omissions:
- a. By failing to use the correct equipment when administering IPL hair removal and/or laser hair removal treatment to Plaintiff, ALDRIGHE;
  - b. By failing to warn the Plaintiff of the dangers associated with IPL hair removal and/or laser hair removal treatment;
  - c. By failing to correctly use the IPL hair removal and/or laser hair removal treatment equipment;
  - d. By failing to halt the procedure after the Plaintiff complained of an intense burning sensation while receiving IPL hair removal and/or laser hair removal treatment;
  - e. By failing to properly treat the Plaintiff for the burns she received during IPL hair removal and/or laser hair removal treatment;
  - f. By committing other actions or omissions to be determined through discovery.
37. At all material times, Defendant was in possession of the correct equipment, which it failed and/or chose not to provide to Plaintiff, despite knowing of the inherent risks and great dangers associated with IPL hair removal and/or laser hair removal and the likelihood of serious personal injury occurring by using the wrong equipment when performing laser hair removal treatment.
38. At all material times, Defendant, BURBANK, knew or should have known its actions and/or omissions would result in serious personal injuries, disability, or even death during IPL hair removal and/or laser hair removal treatment. Furthermore, it is and was at all material times completely foreseeable that the Defendant's actions of exposing

ALDRIGHE to extreme temperatures and/or the wrong device would result in severe and permanent injuries to her.

39. As a direct and proximate result of the above-described negligence of Defendant, BURBANK, Plaintiff, ALDRIGHE, sustained bodily injuries resulting in pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money, and aggravation of a pre-existing condition, if any. These losses are either permanent or continuing in nature and Plaintiff, ALDRIGHE, will suffer these losses in the future.

WHEREFORE, the Plaintiff, BRITTNEY ALDRIGHE, demands judgment against the Defendant, LISA BURBANK, for damages in excess of Fifty Thousand (\$50,000.00) Dollars as well as costs and disbursements of this action, pre-judgment interest where applicable, and further demands trial by jury as to all issues so triable as a right by jury.

**COUNT V- NEGLIGENT SUPERVISION BY SALON OASIS**

Plaintiff repeats and realleges paragraphs 1 through 15, above.

40. SALON OASIS had a duty to supervise its employees and/or agents to ensure that they were performing IPL hair removal and/or laser hair removal treatment in a safe and proper manner.
41. SALON OASIS failed to properly supervise BURBANK in the following manners:
- a. Failing to ensure that BURBANK was properly trained in IPL hair removal and/or laser hair removal treatment;
  - b. Failing to ensure that BURBANK took appropriate steps, including using the

correct equipment when performing IPL hair removal and/or laser hair removal treatment to users, including Plaintiff herein;

c. Such other and further failures to be discovered.

42. As a direct and proximate result of the above-described negligence of Defendant, SALON OASIS' failure to properly supervise BURBANK, Plaintiff, ALDRIGHE, sustained bodily injuries resulting in pain and suffering, disability, disfigurement, mental anguish, loss of the capacity for the enjoyment of life, expenses of hospitalization, medical and nursing care and treatment, loss of earnings, loss of the ability to earn money, and aggravation of a pre-existing condition, if any. These losses are either permanent or continuing in nature and Plaintiff, ALDRIGHE, will suffer these losses in the future.

WHEREFORE, the Plaintiff, BRITTNEY ALDRIGHE, demands judgment against the Defendant, SALON OASIS & SPA OF BOCA RATON, LLC., for damages in excess of Fifty Thousand (\$50,000.00) Dollars as well as costs and disbursements of this action, pre-judgment interest where applicable, and further demands trial by jury as to all issues so triable as a right by jury.

Dated: September 12, 2023.

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