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FIRST CIRCUIT

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Attorneys for Plaintiffs ROSEMARIE
INCROVATO and MICHELLE JURKIEWICZ,
individually and on behalf of all others similarly situated

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI'I

ROSEMARIE INCROVATO and
MICHELLE JURKIEWICZ, individually and
on behalf of all others similarly situated,

Plaintiffs,

vs.

MAZAL GROUP LLC; SHALOA INC.;
TAL NEMZER; KEYONI ENTERPRISES
LLC; MAUI KAI ENTERPRISES LLC; BEN
MAMON; and DOE DEFENDANTS 1-50,

Defendants.

CIVIL NO. _____
(Class Action)

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

COMPLAINT

Plaintiffs ROSEMARIE INCROVATO and MICHELLE JURKIEWICZ, individually and
on behalf of all persons similarly situated (collectively "Plaintiffs"), for their complaint against
Defendants MAZAL GROUP LLC, SHALOA INC., TAL NEMZER, BEN MAMON, KEYONI
ENTERPRISES LLC, MAUI KAI ENTERPRISES LLC and DOE DEFENDANTS 1-50,
(collectively "Defendants"), allege and aver as follows:

PARTIES

1. This is an action arising out of practices by Defendants in the sale of purported beauty and cosmetic products in which Defendants and their agents use unfair and deceptive sales techniques to sell said products to consumers.

2. Plaintiff ROSEMARIE INCROVATO (“Plaintiff Incrovato”) is, and at all times relevant was, a resident of the State of Oregon.

3. Plaintiff MICHELLE JURKIEWICZ (“Plaintiff Jurkiewicz”) is, and all at times relevant was, a resident of the State of California.

4. At all material times to this Complaint, Defendant MAZAL GROUP LLC (hereinafter “MAZAL”) is and/or was a legal entity, partnership, limited partnership, corporation, professional corporation, professional association, proprietorship, and/or other similar entity, organized under the laws of California, with a principal place of business at 20255 Corisco St., Chatsworth, CA 91311, and doing business in the State of Hawai‘i.

5. At all materials times to this Complaint, Defendant MAZAL was and is engaged in the business of designing, manufacturing, marketing, promoting, advertising, distributing, and/or selling cosmetic and beauty products under brand names including, but not limited to, Orogold[®] Cosmetics, Vine Vera[®] Resveratrol Skin Care, Lionesse[®] Beauty Bar, Reservallife[®], Beauty Frizz[®], Truffoire[®], Lavalier[®], and Fortoire[®], and providing related services to retail and commercial operations in Hawai‘i, including but not limited to those of Defendants SHALOHA INC., TAL NEMZER, and BEN MAMON.

6. At all material times to this Complaint, Defendant SHALOHA INC. (hereinafter “SHALOHA”) is and/or was a legal entity, partnership, limited partnership, corporation, professional corporation, professional association, proprietorship, and/or other similar entity, organized and doing business under the laws of Hawai‘i, with a principal place of business in

Hawai‘i.

7. Defendant TAL NEMZER (hereinafter “NEMZER”), at all times relevant hereto, was a resident of the City and County of Honolulu, Hawai‘i.

8. Defendant BEN MAMON (hereinafter “MAMON”), at all times relevant hereto, was a resident of the City and County of Honolulu, Hawai‘i.

9. At all material times to this Complaint, Defendants MAZAL, SHALOA, NEMZER, and MAMON jointly and/or individually owned, operated, managed, controlled, serviced, promoted, advertised, and/or maintained, among other things, retail and commercial operations in Hawai‘i, with the purpose of advertising, promoting, and selling, among other things, beauty and/or cosmetic products under one or more brand names registered to Defendant MAZAL.

10. At all material times to this Complaint, Defendant KEYONI ENTERPRISES LLC (hereinafter “KEYONI”) is and/or was a Domestic limited liability company organized and doing business under the laws of Hawai‘i, with a principal place of business at 1833 Kalakaua Ave #802 Honolulu, Hawai‘i 96815.

11. At all material times to this Complaint, Defendant MAUI KAI ENTERPRISES LLC (hereinafter “MAUI KAI”) is and/or was a Domestic limited liability company organized and doing business under the laws of Hawai‘i.

12. Doe Defendants 1-50 are persons, partnerships, associations, companies, corporations, employers or co-employers, or entities whose names, identities, capacities, activities and/or responsibilities are presently unknown to Plaintiffs or their attorneys, except that Doe Defendants 1-50 were and/or are connected in some manner with the named Defendants and/or were the agents, principals, parents, subsidiaries, servants, employees, representatives, co-venturers, associates, consultants, owners, lessees, lessors, guarantors, assignees, assignors, licensees, and/or

licensors of Defendants and were or are in some manner presently unknown to Plaintiffs, or their attorneys engaged, or involved in the activities alleged herein or responsible for the activities of which Plaintiffs complain, or should be subject to the relief Plaintiffs seek. In particular, at all material times to this Complaint, Defendants MAZAL and Doe Defendants 1-50 jointly and/or individually owned, operated, managed, controlled, serviced, promoted, advertised, and/or maintained, among other things, other retail and commercial operations in Hawai‘i, with the purpose of advertising, promoting, and selling, among other things, beauty and/or cosmetic products under one or more brand names registered to Defendant MAZAL. Plaintiffs pray for leave to certify the true names, identities, capacities, activities and/or responsibilities of Doe Defendants 1-50 when, through further discovery in this case, the same are ascertained. Plaintiffs have made a good faith effort to identify said Doe Defendants prior to filing the Complaint, including interviewing witnesses and reviewing documents and records on file with the Department of Commerce and Consumer Affairs and the Circuit Courts of the First Circuit and Second Circuit.

Class Action Allegations

13. Plaintiffs Incrovato and Jurkiewicz bring this case as a class action pursuant to Rule 23 of the Hawai‘i Rules of Civil Procedure, on behalf of themselves and all others who are similarly situated consisting of:

All natural persons who (1) purchased, (2) paid for, or (3) were sent and then billed or charged for, beauty and/or cosmetic products under one or more brand names registered to Defendant MAZAL, from or following a visit to a retail location in the State of Hawai‘i, including, but not limited to, various operations of Defendants, from April 2, 2018 to class certification.

The period during which the foregoing events occurred is hereafter referred to as “the Class period.” The Class Period is from a date four years prior to the filing of this suit and continues until such date as the Class is certified.

14. During the Class Period, over 50 consumers were deceived into either buying or being sent unsolicited and then billed for, Defendants' products during or following a visit to one of Defendants' retail operations in Hawai'i. Thus, the members of the Class are sufficiently numerous that joinder of all members in a single action is impracticable. The members of the Class either resided in the state of Hawai'i or were visitors of Hawai'i when they purchased Defendants' products.

15. A class action is appropriate in this case for one or more of the following reasons:

- a. The prosecution of separate actions by individual members of the Class would create a risk of adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of the other members not parties to the adjudications or would substantially impair or impede their ability to protect their interests. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable. Furthermore, the amount at stake for many of the Class members, while not insignificant, is not great enough to enable each of them to maintain separate suits against Defendants.
- b. The Defendants have acted on grounds generally applicable to the Class, making appropriate declaratory relief with respect to the Class as a whole, as set forth below.

16. Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual members of the Class, and a class action is superior to other available methods for the fair and efficient adjudication of the

controversy. Among the questions of law and fact common to the named Plaintiffs and the Class are, *inter alia*:

- a. Whether all members of the putative Class are consumers within the meaning of HRS Chapter 480;
- b. Defendants' sales methods are unfair within the meaning of HRS Chapter 480;
- c. Whether Defendants' sales methods are deceptive within the meaning of HRS Chapter 480;
- d. Whether Defendants' purported "sales" of unsolicited goods violated HRS Section 481B-1;
- e. Whether Defendants' sales methods constitute a deceptive trade practice within the meaning of HRS Chapter 481A-3;
- f. Whether Defendants were and are continuing to be unjustly enriched through their unfair acts and practices; and
- g. The nature and extent of class-wide injuries and the measure of damages for the injuries.

17. Class action treatment is superior to the alternatives for the fair and efficient adjunction of the controversy alleged herein. Such treatment will permit a large number of similarly situated persons to prosecute their common claims in a single action simultaneously, efficiently, and without duplication of the expenses that numerous individual actions would entail. No difficulties are likely to arise in the management of this class action that will preclude its purpose as a class action, and no superior alternatives exist for the fair and efficient adjunction of this controversy. Without a class action, Defendants will likely retain the benefit of their wrongdoing and may continue the course of their actions, which could result in further damages.

18. Plaintiffs will fairly and adequately represent the interests of the class. Plaintiffs know of no conflicts of interest between themselves and the members of the class or among the members of the class.

19. The putative Class is represented by counsel, Bickerton Law Group LLP, who have experience litigating class action litigation in this jurisdiction and who will adequately represent the interests of the entire class.

COMMON FACTUAL ALLEGATIONS

20. Defendant MAZAL owns a portfolio of brands, advertising the sale of “luxury” beauty and cosmetic products, including but not limited to, Orogold[®] Cosmetics, Vine Vera[®] Resveratrol Skin Care, Lionesse[®] Beauty Bar, Reservallife[®], Beauty Frizz[®], Truffoire[®], Lavalier[®], and Fortoire[®].

21. Defendant MAZAL procures local individuals and retailers, such as Defendants SHALOHA, NEMZER, and MAMON, to sell its products at brick-and-mortar stores in Hawai‘i, with such locations including but not necessarily limited to:

- a. a “Truffoire” storefront located at or about 66-145 Kamehameha Highway, Unit #3E, Haleiwa, HI 96712 (hereinafter “Haleiwa Truffoire”);
- b. a “Truffoire” storefront located at or about 2005 Kalia Rd., Honolulu, HI 96815 (hereinafter “Waikiki Truffoire”);
- c. a “Truffoire” storefront located at or about 75-5744 Ali‘i Dr., Kailua-Kona, HI 96740 (hereinafter “Kona Truffoire”);
- d. a “Truffoire” storefront located at or about 3750 Wailea Alanui Dr., Kihei, HI 96753 (hereinafter “Kihei Truffoire”);
- e. a “Truffoire” and/or “Lionesse” storefront located on Front St., Lahaina, HI 96761

(hereinafter “Lahaina Truffoire”);

- f. a “Fortoire” storefront located at or about 2552 Kalakaua Avenue, K103, Honolulu, HI 96815 (hereinafter “Waikiki Fortoire”);
- g. a “Resveralife” storefront located at or about 2552 Kalakaua Avenue, #2, Honolulu, HI 96815 (hereinafter “Waikiki Resveralife”); and
- h. a “Resveralife” storefront located at or about 98-1005 Moanalua Road, #513, Aiea, HI 96701 (hereinafter “Aiea Resveralife”).

22. Through the local brick-and-mortar retailers, Defendants engage in unfair and deceptive acts and practices to profit at the expense of consumers, by, among other things, overcharging consumers for products that are represented to include custom discounts and custom price reductions; charging consumers for products not requested or ordered; sending products to consumers not requested or ordered; and deceiving consumers with respect to prices of products.

23. Defendants’ unfair and deceptive practices harmed Plaintiffs and members of the Class. The following allegations regarding the named Plaintiffs are made for purposes of illustrating the harm and damage sustained by Plaintiffs and members of the Class as a result of Defendants’ wrongful practices.

24. On or about November 11, 2018, Plaintiff Incrovato was told by employees and/or agents of Defendants and/or Waikiki Fortoire that she would be given a custom discount on beauty products, but Plaintiff Incrovato received no discount and was charged for products at a greater price than what the products would have cost without the custom discount.

25. Plaintiff Incrovato was given various products that she neither requested nor ordered, and only later discovered that she had been charged for such products.

26. Plaintiff Incrovato was charged for various items that she neither requested nor

ordered, and she was not provided with the products she was charged for or the receipts for the products at the time of sale.

27. Plaintiff Incrovato was charged sales tax on beauty products after employees and/or agents of Defendants and/or Waikiki Fortoite explicitly represented that she would not be charged sales tax.

28. On or about September 2, 2021, Plaintiff Jurkiewicz was walking along Front Street in Lahaina, HI while on vacation in Maui.

29. While walking down the sidewalk, a salesperson in the doorway of Lionesse handed her a free sample and complimented her skin.

30. The man invited Plaintiff Jurkiewicz inside the store to try another product “for free”.

31. The salesperson applied a product to Plaintiff Jurkiewicz’s face called “Black Truffle Instant Repair Syringe”, which appeared to dramatically improve the dark circles around her eyes.

32. The salesperson said, *inter alia*, that the product was rarely on sale, but on that day was significantly reduced to \$300 and came with an additional 2 free products of Plaintiff Jurkiewicz’s choice and a free facial with a specialist to be scheduled during her vacation.

33. Plaintiff Jurkiewicz’s opted to buy the Black Truffle Instant Repair Syringe, and chose the White Pearl Facial Peeling after the man demonstrated it on her arm and the White Pearl Day Moisturizer as her 2 free gifts.

34. The salesperson was not sure about when they could fit her in for the facial because the facialist was very booked. Plaintiff Jurkiewicz explained that she was only in Lahaina that afternoon and would not be able to return another day. The salesperson said he would try hard to

fit her in and went back to the computer/register to look at the calendar. After several minutes the salesperson said that he thought their specialist could squeeze her in in about an hour.

35. Plaintiff Jurkiewicz paid \$312.50 for the product, and took it with her 2 free gifts

36. Additionally, the salesperson asked for Plaintiff Jurkiewicz's email and cell phone number so that he could email her directions for the products. He also wrote a number on the receipt that he said was his personal cell phone number so that she would have an easy way to reorder products or get help if she was unhappy with the products. He placed the receipt in the bag with the 3 products.

37. After visiting other stores for about an hour, Plaintiff Jurkiewicz's returned for the free facial. She was shown to a backroom and promised a "special experience".

38. Another person, introduced as the facialist, entered the room and began to pitch a product to Plaintiff Jurkiewicz called the "SpaceTouch Jupiter", which he said was a "medical" and not "cosmetic" device, the cost of which could therefore be written off on her taxes.

39. The facialist then offered to sell Plaintiff Jurkiewicz the SpaceTouch Jupiter as part of a "very special package" that would include all of skincare items she would need for at least the next three years, plus a promise to remain in contact and offer any nutrition, dieting, and skincare advise that she needed in those three years.

40. Plaintiff Jurkiewicz proceeded to pay for the "special package" and her credit card was charged \$5208.30. This was in addition to the initial \$312.50 she had earlier spent. She provided her email address and phone number.

41. Plaintiff Jurkiewicz did not intend to spend this amount of money and felt uneasy about the entire experience, but figured that if she could write off at least a portion of the SpaceTouch Jupiter and if it really did what the salespeople said it did and came with a lifetime

warranty, perhaps it was worth the enormous cost.

42. The SpaceTouch Jupiter turned out to be worth much less than Plaintiff Jurkiewicz paid for it, did not actually come with the lifetime warranty that had been explained to her, and did not appear to have FDA clearance as a medical device or to be sold commercially.

43. Plaintiff Jurkiewicz's receipt listed the SpaceTouch Jupiter along with several other items (at least 28) that were included in the "special package", that she was to receive by mail on a later date.

44. On or about September 9, 2021, after Plaintiff Jurkiewicz had returned home from her vacation, she received a package from Lionesse that contained only some of the 28 products listed on her receipt.

45. The box did not contain a receipt or any contact information for Lionesse.

46. Plaintiff Jurkiewicz attempted to get her money back but Defendants have refused.

47. Defendants have improperly, unlawfully, and wrongfully deprived Plaintiffs and members of the Class of significant funds, to which they had no legitimate claim, causing ascertainable monetary losses and damages.

48. The practices to which Plaintiffs were subjected by Defendants and their agents – (1) unfair and/or deceptive statements about "free" products, "discounts," prices and the nature and quality of products that used to draw in customers, (2) high-pressure sales tactics consisting of unfair and/or deceptive statements about prices, taxes, availability of products and/or quality of products, (3) charging customers for unsolicited goods or goods they had not agreed to purchase and (4) failing to deliver purchased goods – were the standard and routine business methods of Defendants and one or more of these methods were applied to all members of the Class, including Plaintiffs as described above.

COUNT I– UNFAIR AND DECEPTIVE TRADE PRACTICES UNDER H.R.S.
CHAPTER 480

49. Plaintiffs re-allege and incorporate by reference herein all of the foregoing allegations and/or foregoing paragraphs as if set forth fully herein.

50. This claim is asserted on behalf of the members of the Class pursuant to HRS § 480, *et seq.*

51. Plaintiffs and members of the Class are consumers as defined by HRS § 480-1 because they attempted to purchase or were solicited to purchase goods in the form of beauty and/or cosmetic products from Defendants.

52. Defendants, who are in the business of selling beauty and/or cosmetic products to the public, are engaged in the conduct of trade or commerce.

53. HRS § 480-2(a), declares unlawful “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

54. Defendants violated § 480-2(a), by the conduct alleged above including, but not limited to, making deceptive statements to consumers about the products their employees were selling, charging customers for products the customers did not want to purchase, and purporting to but not actually offering discounts on their products.

55. Defendants’ foregoing conduct is unfair and deceptive and created a likelihood of consumer confusion or of deception.

56. The acts and practices of Defendants described above were “unfair” and “deceptive” within the meaning of § 480-2. Plaintiffs and the members of the Class have been harmed by the unfair and deceptive acts and practices alleged above because they paid for an unfair and deceptive transaction, product charges that should not have been charged and which should be declared void under HRS § 480-12.

57. As a result of the unfair and deceptive acts and practices above, Plaintiffs and the Class members have suffered injury in the amounts they were unfairly and/or deceptively required to pay.

58. As redress for Defendants' repeated and ongoing violations of § 480-2(a), Plaintiffs and the Class are entitled to, inter alia, damages, reasonable attorneys' fees and costs, and declaratory and injunctive relief, pursuant to HRS § 480-13.

**COUNT II – UNFAIR AND DECEPTIVE TRADE PRACTICES UNDER H.R.S.
CHAPTERS 481A**

59. Plaintiffs re-allege and incorporate by reference herein all of the foregoing allegations and/or foregoing paragraphs as if set forth fully herein.

60. This claim is asserted on behalf of the members of the Class pursuant to HRS Chapters 481A.

61. HRS Section 481A-3 prohibits “unfair trade practices” that include (1) representations that goods have characteristics, uses or benefits that they do not have, (2) representations that goods are of a particular standard, quality, or grade, (3) advertising goods with the intent not to sell them as advertised, (4) making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions; and/or (5) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

62. The conduct of Defendants described herein violates Section 481A-3 and entitles Plaintiffs and the Class to injunctive relief under Section 481A-4.

63. Despite numerous complaints about the sales methods described herein, Defendants have persisted in same.

64. Defendants have willfully engaged in the aforesaid trade practices knowing them to be deceptive, such that Plaintiffs are entitled to their attorneys' fees under HRS Section 481A-

4.

COUNT III – UNFAIR AND DECEPTIVE TRADE PRACTICES UNDER H.R.S.
CHAPTERS 481A

65. Plaintiffs re-allege and incorporate by reference herein all of the foregoing allegations and/or foregoing paragraphs as if set forth fully herein.

66. HRS § 481B-1 prohibits the offer for sale of goods, property, or merchandise, where the offer includes the voluntary and unsolicited sending of goods, property, or merchandise not ordered or requested by the recipient.

67. Defendants violated HRS § 481B-1, by the conduct alleged above including, but not limited to, sending and/or mailing products offered for sale to customers that were not actually ordered or requested by the customer. Defendants sent beauty and/or cosmetic products to Plaintiffs and/or members of the Class that were not ordered or requested, in an attempt to increase sales by tricking Plaintiffs and/or members of the Class into purchasing additional products.

68. Defendants also have violated HRS § 481B-5.5 by taking the position that all sales are final and refusing refunds on that basis even though the conspicuous signs to that effect required by the statute were not posted in their stores.

69. Pursuant to HRS § 481B-4, Defendants are deemed to have engaged in “an unfair method of competition and unfair or deceptive act or practice” within the meaning of HRS § 480-2, as a result of their aforesaid violations of § 481B-1.

70. Plaintiffs and/or the members of the Class have been harmed by the unfair and deceptive acts and practices alleged above because they paid for an unfair and deceptive transaction, product charges that should not have been charged and which should be declared void under § 480-12.

71. As a result of the unfair and deceptive acts and practices and/or the unfair methods

of competition alleged above, Plaintiffs and the Class members have suffered injury in the amounts they were unfairly and/or deceptively required to pay.

72. As redress for Defendants' repeated and ongoing violations of §§ 481B-1 and 480-2, Plaintiffs and the Class are entitled to, inter alia, damages, reasonable attorneys' fees and costs, and declaratory and injunctive relief, pursuant to HRS § 480-13.

COUNT III – UNJUST ENRICHMENT

73. Plaintiffs re-allege and incorporate by reference herein all of the foregoing allegations and/or foregoing paragraphs as if set forth fully herein.

74. This claim is asserted on behalf of the members of the Class.

75. Plaintiffs and members of the Class conferred unwarranted benefits on Defendants at their own expense, when Defendants charged Plaintiffs and the members of the Class for goods in violation of law as aforesaid.

76. At all materials times, Defendants appreciated and had knowledge of such unwarranted benefits being conferred upon them.

77. As a result of Defendants' wrongful conduct as alleged herein, Defendants have been unjustly enriched at the expense of, and to the detriment of, Plaintiffs and members of the Class.

78. Defendants' unjust enrichment is traceable to, and resulted directly and proximately from, the conduct alleged herein.

79. Under principles of equity and good conscience, it would be unjust for Defendants to be permitted to retain such benefits without paying the value of the benefits.

80. The financial benefits derived by Defendants rightfully belong to Plaintiffs and members of the Class. Defendants should be compelled to disgorge in a common fund for the benefit of Plaintiffs and members of the Class all wrongful or inequitable proceeds received by

them. A constructive trust should be imposed upon all wrongful or inequitable sums received by Defendants traceable to Plaintiffs and the members of the Class.

81. Plaintiffs and members of the Class have no adequate remedy at law.

WHEREFORE, Plaintiffs, individually and on behalf of all those similarly situated, pray for judgment against all Defendants, jointly and severally, granting relief as follows:

- (1) For damages against the Defendants in an amount to be determined at trial;
- (2) For reimbursement of costs and expenses, including reasonable provision for attorneys' fees in accordance with HRS Chapter 480;
- (3) For prejudgment interest;
- (4) For treble damages as provided by law;
- (5) For declaratory judgment that Defendants' conduct violates HRS Chapter 480 and that all transactions with members of the Class are void pursuant to HRS Section 480-12;
- (6) For a permanent injunction against Defendants' sales methods and actions described above; and
- (7) For such further and additional relief as the Court deems appropriate and just.

DATED: Honolulu, Hawai'i, April 4, 2022

/s/ Bridget G. Morgan-Bickerton

JAMES J. BICKERTON

BRIDGET G. MORGAN-BICKERTON

JEREMY K. O'STEEN

Attorneys for Plaintiffs ROSEMARIE
INCROVATO and MICHELLE JURKIEWICZ,
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IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

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ROSEMARIE INCROVATO and
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MAMON; and DOE DEFENDANTS 1-50,

Defendants.

CIVIL NO. _____
(Class Action)

DEMAND FOR JURY TRIAL

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury as to all issues so triable in the above-entitled cause. This Demand for Jury Trial is made pursuant to Rule 38 of the Hawai‘i Rules of Civil Procedure.

DATED: Honolulu, Hawai‘i, April 4, 2022.

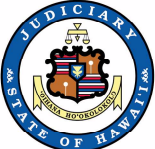
/s/ Bridget G. Morgan-Bickerton

JAMES J. BICKERTON

BRIDGET G. MORGAN-BICKERTON

JEREMY K. O’STEEN

Attorneys for Plaintiff ROSEMARIE
INCROVATO, individually and on behalf of all
those similarly situated

STATE OF HAWAII CIRCUIT COURT OF THE FIRST CIRCUIT	SUMMONS TO ANSWER CIVIL COMPLAINT		CASE NUMBER
PLAINTIFF ROSEMARIE INCROVATO and MICHELLE JURKIEWICZ, individually and on behalf of all others similarly situated,		VS.	DEFENDANT(S) MAZAL GROUP LLC; SHALOHA INC.; TAL NEMZER; KEYONI ENTERPRISES LLC; MAUI KAI ENTERPRISES LLC; BEN MAMON; and DOE DEFENDANTS 1-50,
PLAINTIFF'S NAME & ADDRESS, TEL. NO. JAMES J. BICKERTON (3085-0) BRIDGET G. MORGAN-BICKERTON (8705-0) JEREMY K. O'STEEN (10682-0) 745 Fort Street, Suite 801 Honolulu, Hawai'i 96813, Tel. (808) 599-3811 Attorneys for Plaintiffs			
TO THE ABOVE-NAMED DEFENDANT(S) You are hereby summoned and required to file with the court and serve upon James J. Bickerton, Bridget G. Morgan-Bickerton, Jeremy O'Steen, Bickerton Law Group, LLLP, 745 Fort Street, Suite 801, Honolulu, Hawaii 96813 plaintiff's attorney, whose address is stated above, an answer to the complaint which is herewith served upon you, within 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. 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.			
The original document is filed in the Judiciary's electronic case management system which is accessible via eCourt Kokua at: http://www.courts.state.hi.us		Effective Date of 28-Oct-2019 Signed by: /s/ Patsy Nakamoto Clerk, 1st Circuit, State of Hawai'i 	
 In accordance with the Americans with Disabilities Act, and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Circuit Court Administration Office on OAHU- Phone No. 808-539-4400, TTY 808-539-4853, FAX 539-4402, at least ten (10) working days prior to your hearing or appointment date.			