

UNITED STATES BANKRUPTCY COURT - DISTRICT OF DELAWARE		PROOF OF CLAIM
Name of Debtor: <b>ALC of Texas LLC</b>	Case Number: <b>11-13877</b>	<div style="text-align: center; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="text-align: center; font-weight: bold; font-size: 1.5em;">JAN 03 2012</div> <div style="text-align: center; font-weight: bold; font-size: 1.2em;">BMC GROUP</div>
<small>NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Campbell Strange Living Trust</b>		
Name and address where notices should be sent: Campbell Strange Living Trust c/o C. Josh Osborne Kelly Hart & Hallman LLP 201 Main Street, Suite 2400 Fort Worth, Texas 76102  Telephone number: 817-878-9371      email: josh.osborne@kellyhart.com		<div style="text-align: center; font-weight: bold;">COURT USE ONLY</div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where payment should be sent (if different from above): Campbell Strange Living Trust 16865 Big Pine Drive Reno, Nevada 89511  Telephone number: n/a      email: birdoak@sbcglobal.net		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>60,000.00</u>  If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
<b>2. Basis for Claim:</b> <u>Payments owed pursuant to attached Settlement and Release Agreement</u> (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b>	<b>3a. Debtor may have scheduled account as:</b>  _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b>  _____ (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of Setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:  Value of Property: \$ _____  Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)	Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____  Basis for perfection: _____  Amount of Secured Claim: \$ _____  Amount Unsecured:      \$ _____	
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the Debtor's business ceased, whichever is earlier -- 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan -- 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward Purchase, lease, or rental of property or Services for personal, family, or household Use -- 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units -- 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other - Specify Applicable paragraph of 11 U.S.C. § 507 (a) (____).
		Amount entitled to priority: \$ _____  <div style="text-align: center;">                       ALC Holdings                      00019                 </div>
<small>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor.
- I am the creditor's authorized agent. (Attach copy of power of attorney, if any.)
- I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)
- I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print name: Campbell Strang

Title: Trustee

Company: Campbell Strang Living Trust

Address and telephone number (if different from notice address above):

*Campbell Strang* 28 DEC 11  
(Signature) (Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply. Items to be completed in Proof of Claim form

**Court, Name of Debtor, and Case Number:**  
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

**Creditor's Name and Address:**  
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP)2002(g).

**1. Amount of Claim as of Date Case Filed:**  
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in this claim.

**2. Basis for Claim:**  
State the type of debt or how it was incurred. Examples include good sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**  
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**  
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**3b. Uniform Claim Identifier:**  
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

**4. Secured Claim:**  
Check whether the claim is fully or partially secured. Skip this section if the claim entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a).**  
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions). A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**  
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**  
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**  
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

**DEFINITIONS****INFORMATION****Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101(10).

**Claim**

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101(5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506 (a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. § 507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show on the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclosed a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation of communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

**ATTACHMENT 1 TO PROOF OF CLAIM FOR  
CAMPBELL STRANGE LIVING TRUST**

**STATEMENT OF CLAIM:**

Debtor has not made a payment since October, 2011. Thus, the principal amount owed to Campbell Strange Living Trust (the "Trust") \$60,000.00.<sup>1</sup>

**RESERVATION OF RIGHTS**

The Trust reserves the right to amend or modify this Proof of Claim for any reason including, without limitation, modification of the amount claimed to include additional interest, expenses, costs and/or attorneys fees incurred as a result of this bankruptcy case. The Trust further reserves the right to supplement this Proof of Claim with additional documents as necessary. In filing this Proof of Claim, the Trust does not waive any right or rights it may have against any other entities, person or persons liable for all or any part of the claims described herein.

Filing this Proof of Claim is not:

- a. a waiver or release of its rights or claims against any person, entity or property;
- b. a waiver or release of its right to trial by jury in any proceeding, whether or not the same are designated legal or equitable rights in any case, controversy or proceeding relating hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution;
- c. a waiver or release of its right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge;
- d. a waiver or release of the right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceedings commenced with respect thereto or any other proceeding which may be commenced in this case against or otherwise involving the Trust; or
- e. an election of remedy.

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<sup>1</sup> Debtors, American Laser Centers, LLC and ALC of Texas, LLC are jointly and severally liable under the terms of the Settlement Agreement, attached as Attachment 2. Therefore, the Trust has filed this proof of claim against both Debtors.

**ATTACHMENT 2 –  
SETTLEMENT AND  
RELEASE AGREEMENT**

CAUSE NO. 348 244891 10

CAMPBELL STRANGE, AS TRUSTEE	§	IN THE DISTRICT COURT
OF THE CAMPBELL STRANGE	§	
LIVING TRUST,	§	
	§	
Plaintiff,	§	
	§	
v.	§	OF TARRANT COUNTY,
	§	TEXAS
AMERICAN LASER CENTERS, LLC,	§	
and ALC OF TEXAS, LLC,	§	
	§	
Defendant.	§	348 <sup>th</sup> JUDICIAL DISTRICT

**SETTLEMENT AND RELEASE AGREEMENT**

This Settlement and Release Agreement (“**Agreement**”) is executed by, between, and among Campbell Strange, as Trustee of the Campbell Strange Living Trust (“**Strange**”), American Laser Centers, LLC (“**American Laser Centers**”), and ALC of Texas, LLC (“**ALC**”) (collectively, the “**Parties**”) on the effective date stated below and on the following terms.

**RECITALS**

**WHEREAS**, Strange, American Laser Centers, and ALC are parties to a certain lawsuit bearing cause number 348-244891-10, and styled as *Campbell Strange, as Trustee of the Campbell Strange Living Trust v. American Laser Centers, LLC, and ALC of Texas, LLC*; pending in the 348<sup>th</sup> Judicial District Court of Tarrant County, Texas (hereinafter, the “**Lawsuit**”);

**WHEREAS**, Strange asserted claims against American Laser Centers and ALC, including, but not limited to Strange’s claim that American Laser Centers and ALC breached a Lease Agreement for certain real property in Tarrant County, Texas;

**WHEREAS**, American Laser Centers appeared in the Lawsuit and denied the claims asserted by Strange;

**WHEREAS**, ALC appeared in the Lawsuit and denied the claims asserted by Strange;

ADD

**WHEREAS**, the Parties desire to fully and finally settle and compromise any and all matters and causes of action that they have or may have arising out of or in any way connected to the claims asserted in the Lawsuit; and

**WHEREAS**, the Parties have agreed to enter into this Agreement not as an admission of liability and/or an acknowledgement of any defenses raised in the Lawsuit, but solely to avoid the cost and uncertainty of litigation.

### **AGREEMENT**

In consideration of the promises, covenants, and representations made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment.** American Laser Centers and ALC (the "**Paying Parties**") agree to pay Strange NINETY-SEVEN THOUSAND AND FIVE HUNDRED DOLLARS AND NO CENTS (\$97,500.00) (the "**Settlement Amount**"), payable in monthly installments as follows:

- a. \$7,500.00 on July 1, 2011;
- b. \$7,500.00 on July 15, 2011;
- c. \$7,500.00 on August 15, 2011;
- d. \$7,500.00 on September 15, 2011;
- e. \$7,500.00 on October 15, 2011;
- f. \$7,500.00 on November 15, 2011;
- g. \$7,500.00 on December 15, 2011;
- h. \$7,500.00 on January 1, 2012;
- i. \$7,500.00 on February 1, 2012;
- j. \$7,500.00 on March 1, 2012;

- k. \$7,500.00 on April 1, 2012;
- l. \$7,500.00 on May 1, 2012; and
- m. \$7,500.00 on June 1, 2012.

If the Paying Parties fail to pay one of the above-referenced installments to Strange at 16865 Big Pine Drive, Reno, NV 89511 within 10 calendar days of said installment becoming due, the Paying Parties agree to pay a late payment penalty of 10% (or \$750.00) to Strange in addition to the past due installment.

2. **Strange's Release.** In consideration of the agreements contained herein, Strange and all of his predecessors, assigns, agents, employees, partners, representatives, beneficiaries, and attorneys, hereby RELEASE, ACQUIT AND FOREVER DISCHARGE American Laser Centers and ALC as well as their respective past, present and future officers, directors, agents, employees, shareholders, stockholders, owners, partners, members, affiliates, subsidiaries, related entities, attorneys, representatives, predecessors, successors, and assigns from all claims, demands, expenses, costs, attorneys' fees, debts, and causes of action, known or unknown, past or present, asserted or that could have been asserted, arising out of, or relating to, the subject matter of the Lawsuit. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting suit for a breach of the terms of this Agreement.

3. **American Laser Center's Release.** In consideration of the agreements contained herein, American Laser Centers and all of its past, present and future officers, directors, agents, employees, shareholders, stockholders, owners, partners, members, affiliates, subsidiaries, related entities, attorneys, representatives, predecessors, successors, and assigns, hereby RELEASE, ACQUIT AND FOREVER DISCHARGE Strange and all of his predecessors, assigns, agents, employees, partners, representatives, beneficiaries, and attorneys from all claims,



demands, expenses, costs, attorneys' fees, debts, and causes of action, known or unknown, past or present, asserted or that could have been asserted, arising out of, or relating to, the subject matter of the Lawsuit. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting suit for a breach of the terms of this Agreement.

4. **ALC's Release.** In consideration of the agreements contained herein, ALC and all of its past, present and future officers, directors, agents, employees, shareholders, stockholders, owners, partners, members, affiliates, subsidiaries, related entities, attorneys, representatives, predecessors, successors, and assigns, hereby RELEASE, ACQUIT AND FOREVER DISCHARGE Strange and all of his predecessors, assigns, agents, employees, partners, representatives, beneficiaries, and attorneys from all claims, demands, expenses, costs, attorneys' fees, debts, and causes of action, known or unknown, past or present, asserted or that could have been asserted, arising out of, or relating to, the subject matter of the Lawsuit. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting suit for a breach of the terms of this Agreement.

5. **Dismissal of the Lawsuit.** Upon receipt of a fully executed copy of this Agreement, Strange shall file an Agreed Motion to Dismiss with Prejudice, attached hereto as Exhibit "A," and the Joint Agreed Order Dismissing the Lawsuit with Prejudice, attached hereto as Exhibit "B." The Parties agree to execute any additional documents, should same be necessary, to effectuate a complete dismissal of the Lawsuit. Each Party will bear its own taxable court costs and attorneys' fees incurred in prosecuting and defending the Lawsuit.

6. **Agreed Confession of Judgment.** In consideration of the agreements contained herein, American Laser Centers and ALC agree to execute the Confession of Judgment, attached hereto as Exhibit "C," which Strange can enforce in the event that the Paying Parties fail to make

one of the installment payments reflected in section one (1), above, within thirty (30) days of said installment becoming due. The Parties agree that this thirty (30) day period following the date when such an installment payment becomes due provides a reasonable opportunity for the Paying Parties to cure any failure to make one of the installment payments reflected in section one (1) above. Strange agrees that the Confession of Judgment, and the Judgment attached thereto, shall not be filed or otherwise made a part of the public record if the Paying Parties cure the failure to make one of the installment payments reflected in section (1) above by making said installment payment in full, along with any applicable late payment penalty provided for in this Agreement, within the thirty (30) day cure period provided for in this section. Strange further agrees that, in the event the Paying Parties fail to make one of the installment payments when it becomes due, Strange shall notify American Laser Centers and ALC at least ten (10) days before filing the Confession of Judgment, and the Judgment attached thereto, by sending written notice via United States mail to Jessica Dadas-Schulze, American Laser Skincare, 24555 Hallwood Court, Farmington Hills, MI 48335. American Laser Centers and ALC further agree that Strange may enforce the Confession of Judgment by filing a declaratory judgment action. American Laser Centers and ALC further agree that Strange shall be entitled to all costs of court and reasonable and necessary attorneys' fees incurred in preparing, filing, and pursuing its declaratory judgment action.

7. **Assignment.** Strange hereby affirms that he has not sold or otherwise transferred ownership of the property at issue in the Lawsuit at the time of entering into this Agreement. The Parties represent, warrant and guarantee that they have not made, and will not make, any assignment of any claim, cause or right of action or any right of any kind whatsoever embodied in any of the claims and obligations that are released herein, and that no other person or entity

had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims which are released herein.

8. **Authority and Approvals.** Each of the signatories below represents and warrants that he, she, or it (1) has read and fully understands this Agreement, (2) is duly authorized to fully and completely resolve all disputes between the Parties that are the subject of this Agreement, and (3) is fully authorized to make this Agreement, and, if applicable, to bind to the terms and conditions contained in this Agreement those entities or persons on whose behalf he, she, or it purports to act in the capacity identified below. Each of the signatories further represents and warrants that all corporate or other approvals necessary, if any, to enter into this Agreement have been obtained.

9. **Governing Law, Place of Negotiation and Performance.** This Agreement and its effect on the rights and duties of the Parties hereto shall be governed by and enforced in accordance with the laws of Texas, irrespective of any choice of law considerations to the contrary. The Parties acknowledge that this Agreement was negotiated and is performable, at least in part, in Tarrant County, Texas. The Parties further agree that the courts in Tarrant County, Texas have exclusive jurisdiction and venue to resolve any disputes related to this Agreement.

10. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

11. **Complete and Entire Agreement.** This Agreement reflects the complete agreement of the Parties and shall not be amended, supplemented, or otherwise modified, except by further written agreement of the Parties.

12. **Costs and Expenses to Enforce Agreement.** The Parties agree that in any suit or action to enforce the terms of this Agreement, the prevailing party shall recover all costs and expenses, including without limitation reasonable attorneys' fees and court costs. If injunctive relief is sought, the posting of a bond will not be required.

13. **Failure to Enforce.** The failure by any Party to this Agreement to enforce one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of such Party's right thereafter to enforce each and every term and condition of this Agreement.

14. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part thereof, and the remaining provisions thereof shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision therein, there shall be added automatically as a part of this Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

15. **Drafting.** The Parties to this Agreement stipulate that they, and/or their legal counsel, each participated in the drafting of this Agreement and therefore the Agreement should not be construed more favorably for one party or the other.

16. **Descriptive Headings.** The captions included herein are for administrative convenience only and shall not be considered in interpreting any of the terms or provisions of this Agreement.

17. **Binding Effect.** All of the terms of this Agreement shall be binding upon, shall inure to the benefit of, and shall be severally enforceable by and against each Party to this Agreement, individually, and such Party's respective successors, trustees, receivers and assigns.

18. **Confidentiality.** In further consideration of the mutual covenants, releases, payments, and promises contained herein, the Parties agree that the terms and conditions of this Agreement are to be held in strict confidence by the Parties and their counsel. The Parties agree that such confidential information will not be disclosed to any other person or entity unless pursuant to a valid court order or as required by law, in which event the disclosing Party shall (a) provide prompt written notice of such disclosure to the non-disclosing Parties and (b) notify any persons receiving information pursuant to this paragraph that the information must be used solely and exclusively for the purposes for which it is being permissibly provided and that the information must be treated confidentially so as not to allow the further release or dissemination of information. Notwithstanding anything herein to the contrary, the Parties may disclose the payment terms herein to their confidential financial and/or tax advisors for purposes of obtaining confidential financial and/or tax advice. Any breach of this covenant of confidentiality shall be considered a material breach of the entire Agreement.

19. **No Duty.** NONE OF THE PARTIES ARE RELYING UPON A LEGAL DUTY, IF ONE EXISTS, ON THE PART OF ANY OTHER PARTY (OR SUCH OTHER PARTY'S EMPLOYEES, AGENTS, REPRESENTATIVES OR ATTORNEYS) TO DISCLOSE ANY INFORMATION IN CONNECTION WITH THE EXECUTION OF THIS AGREEMENT OR ITS PREPARATION; IT BEING EXPRESSLY UNDERSTOOD THAT NO PARTY SHALL EVER ASSERT ANY FAILURE TO DISCLOSE

**INFORMATION ON THE PART OF ANOTHER PARTY AS A GROUND FOR CHALLENGING THIS AGREEMENT.**

EXECUTED this the \_\_\_\_\_ day of June, 2011.

**Campbell Strange, as Trustee of the  
Campbell Strange Living Trust**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED this the 27<sup>th</sup> \_\_\_\_\_ day of June, 2011.

**American Laser Centers, LLC**

By: Jessica Dadas-Schwartz

Printed Name: Jessica Dadas-Schwartz

Title: Staff Attorney

EXECUTED this the 27<sup>th</sup> \_\_\_\_\_ day of June, 2011.

**ALC of Texas, LLC**

By: Jessica Dadas-Schwartz

Printed Name: Jessica Dadas-Schwartz

Title: Staff Attorney

INFORMATION ON THE PART OF ANOTHER PARTY AS A GROUND FOR  
CHALLENGING THIS AGREEMENT.

EXECUTED this the 28<sup>th</sup> day of June, 2011.

Campbell Strange, as Trustee of the  
Campbell Strange Living Trust

By: Campbell Strange

Printed Name: CAMPBELL STRANGE

Title: TRUSTEE

EXECUTED this the 24<sup>th</sup> day of June, 2011.

American Laser Centers, LLC

By: Jessica Dadas-Schwartz

Printed Name: Jessica Dadas-Schwartz

Title: Staff Attorney

EXECUTED this the 27<sup>th</sup> day of June, 2011.

ALC of Texas, LLC

By: Jessica Dadas-Schwartz

Printed Name: Jessica Dadas-Schwartz

Title: Staff Attorney

CAUSE NO. 348 244891 10

CAMPBELL STRANGE, AS TRUSTEE  
OF THE CAMPBELL STRANGE  
LIVING TRUST,

Plaintiff,

v.

AMERICAN LASER CENTERS, LLC,  
and ALC OF TEXAS, LLC,

Defendant.

§  
§  
§  
§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT

OF TARRANT COUNTY,  
TEXAS

348<sup>th</sup> JUDICIAL DISTRICT

**AGREED MOTION TO DISMISS WITH PREJUDICE**

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiff, Campbell Strange, as Trustee of the Campbell Strange Living Trust, and Defendants American Laser Centers, LLC (“American Laser Centers”) and ALC of Texas, LLC (“ALC”) (collectively the “Parties”), and file this Agreed Motion to Dismiss with Prejudice, and in support thereof would respectfully show the Court as follows:

The Parties move this Court to dismiss with prejudice all claims and causes of action that have been, or could have been, asserted by Plaintiff against the Defendants, and to dismiss with prejudice all claims and causes of action that have been, or could have been, asserted by the Defendants against Plaintiff.

WHEREFORE, PREMISES CONSIDERED, the Parties request that the Court enter an Order dismissing with prejudice (1) the claims and causes of action that have been, or could have been, asserted by Plaintiff against the Defendants, and (2) the claims and causes of action that have been, or could have been, asserted by the Defendants against Plaintiff or another Defendant. The Parties further request that the Court enter an Order assessing all costs of court and



attorneys' fees against the party incurring the same, and granting the Parties such further relief to which they may show themselves to be justly entitled.

Respectfully submitted,

By:  \_\_\_\_\_

**Kirk T. Florence**

State Bar No. 07160900

**CROUCH & RAMEY, L.L.P.**

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And

Michelle Rognlien Gilboe

Carli D. Pearson

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Telephone: (612) 672-3215

Telecopier: (612) 672-3200

**ATTORNEYS FOR DEFENDANTS**

**AMERICAN LASER CENTERS LLC and**

**ALC OF TEXAS, LLC**

By:  \_\_\_\_\_

**Derek Montgomery**

State Bar No. 24042264

**KELLY HART & HALLMAN LLP**

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Fort Worth, Texas 76102

Telephone: (817) 332-2500

Telecopier: (817) 878-9280

**ATTORNEYS FOR PLAINTIFF**

**CAMPBELL STRANGE, AS TRUSTEE FOR**

**THE CAMPBELL STRANGE LIVING TRUST**

# **Exhibit “B”**

CAUSE NO. 348 244891 10

CAMPBELL STRANGE, AS TRUSTEE	§	IN THE DISTRICT COURT
OF THE CAMPBELL STRANGE	§	
LIVING TRUST,	§	
	§	
Plaintiff,	§	
	§	
v.	§	OF TARRANT COUNTY,
	§	TEXAS
AMERICAN LASER CENTERS, LLC,	§	
and ALC OF TEXAS, LLC,	§	
	§	
Defendant.	§	348 <sup>th</sup> JUDICIAL DISTRICT

**ORDER ON AGREED MOTION TO DISMISS WITH PREJUDICE**

On the date noted below, the Court considered the parties' Agreed Motion to Dismiss with Prejudice. After considering the Motion, the pleadings and papers on file with the Court, and the interests of justice, the Court has determined the Motion should be, and hereby is, GRANTED.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all claims Campbell Strange, as Trustee of the Campbell Strange Living Trust, asserted or could have asserted against American Laser Centers, LLC and ALC of Texas, LLC in this lawsuit are hereby dismissed, with prejudice to refiling same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all claims American Laser Centers, LLC asserted or could have asserted against Campbell Strange, as Trustee of the Campbell Strange Living Trust in this lawsuit are hereby dismissed, with prejudice to refiling same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all claims ALC of Texas, LLC asserted or could have asserted against Campbell Strange, as Trustee of the

Campbell Strange Living Trust in this lawsuit are hereby dismissed, with prejudice to refiling same.

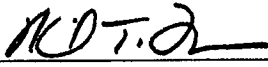
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all taxable costs and attorneys' fees shall be borne by the party incurring same.

DATED: June \_\_\_\_, 2011.

---

The Honorable Judge Presiding

**AGREED AS TO FORM AND SUBSTANCE:**

By:  \_\_\_\_\_

**Kirk T. Florence**  
State Bar No. 07160900

**CROUCH & RAMEY, L.L.P.**  
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And

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Carli D. Pearson  
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Telecopier: (612) 672-3200  
**ATTORNEYS FOR DEFENDANTS**  
**AMERICAN LASER CENTERS LLC and**  
**ALC OF TEXAS, LLC**

By:  \_\_\_\_\_

**Derek Montgomery**  
State Bar No. 24042264

**KELLY HART & HALLMAN LLP**  
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Fort Worth, Texas 76102  
Telephone: (817) 332-2500  
Telecopier: (817) 878-9280  
**ATTORNEYS FOR PLAINTIFF**  
**CAMPBELL STRANGE, AS**  
**TRUSTEE FOR THE CAMPBELL**  
**STRANGE LIVING TRUST**

# **Exhibit “C”**

Cause No. \_\_\_\_\_

CAMPBELL STRANGE, AS TRUSTEE  
OF THE CAMPBELL STRANGE  
LIVING TRUST,

Plaintiff,

v.

AMERICAN LASER CENTERS, LLC,  
and ALC OF TEXAS, LLC,

Defendant.

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IN THE DISTRICT COURT

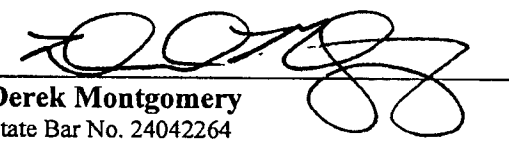
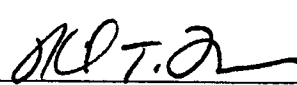
OF TARRANT COUNTY,  
TEXAS

\_\_\_\_ JUDICIAL DISTRICT

**CONFESSION OF JUDGMENT**

Plaintiff Campbell Strange, as Trustee of the Campbell Strange Living Trust, and Defendants ALC of Texas, LLC, and American Laser Centers, LLC, through their undersigned counsel hereby stipulate that the Court may enter the Judgment attached hereto:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

<p><b>KELLY HART &amp; HALLMAN LLP</b></p>  <p><b>Derek Montgomery</b> State Bar No. 24042264 <b>KELLY HART &amp; HALLMAN LLP</b> 201 Main Street, Suite 2500 Fort Worth, Texas 76102 Telephone: (817) 332-2500 Telecopier: (817) 878-9280 <b>ATTORNEYS FOR PLAINTIFF CAMPBELL STRANGE, AS TRUSTEE FOR THE CAMPBELL STRANGE LIVING TRUST</b></p>	<p><b>CROUCH &amp; RAMEY, L.L.P.</b></p>  <p><b>Kirk T. Florence</b> State Bar No. 07160900 <b>CROUCH &amp; RAMEY, L.L.P.</b> 2001 Ross Avenue, Suite 4400 Dallas, Texas 75201 Telephone: (214) 922-7100 Telecopier: (214) 922-7101 <b>ATTORNEYS FOR DEFENDANTS ALC OF TEXAS, LLC, AND AMERICAN LASER CENTERS, LLC</b></p>
---	--

Cause No. \_\_\_\_\_

CAMPBELL STRANGE, AS TRUSTEE  
OF THE CAMPBELL STRANGE  
LIVING TRUST,

Plaintiff,

v.

AMERICAN LASER CENTERS, LLC,  
and ALC OF TEXAS, LLC,

Defendant.

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IN THE DISTRICT COURT

OF TARRANT COUNTY,  
TEXAS

\_\_\_ JUDICIAL DISTRICT

**JUDGMENT**

This matter, having come before the Court on a stipulation of the parties, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment be entered in favor of Plaintiff Campbell Strange, as Trustee of the Campbell Strange Living Trust, and against ALC of Texas, LLC, and American Laser Centers, LLC, in the principal amount of \$97,500, reduced by all payments made under the parties' written settlement agreement.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff Campbell Strange is awarded its reasonable and necessary attorneys' fees and costs, which the Court finds to be \$ \_\_\_\_\_.

DATED this \_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
Presiding Judge



*Presented by:*

By: \_\_\_\_\_

**Derek Montgomery**

State Bar No. 24042264

**KELLY HART & HALLMAN LLP**

201 Main Street, Suite 2500

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**ATTORNEYS FOR PLAINTIFF**

**CAMPBELL STRANGE, AS**

**TRUSTEE FOR THE CAMPBELL**

**STRANGE LIVING TRUST**

**ATTACHMENT 3 –  
ORDER ON AGREED  
MOTION TO DISMISS  
WITH PREJUDICE**

CAUSE NO. 348 244891 10

CAMPBELL STRANGE, AS TRUSTEE  
OF THE CAMPBELL STRANGE  
LIVING TRUST,

Plaintiff,

v.

AMERICAN LASER CENTERS, LLC,  
and ALC OF TEXAS, LLC,

Defendant.

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IN THE DISTRICT COURT

OF TARRANT COUNTY  
TEXAS

348<sup>th</sup> JUDICIAL DISTRICT

**ORDER ON AGREED MOTION TO DISMISS WITH PREJUDICE**

On the date noted below, the Court considered the parties' Agreed Motion to Dismiss with Prejudice. After considering the Motion, the pleadings and papers on file with the Court, and the interests of justice, the Court has determined the Motion should be, and hereby is, GRANTED.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all claims Campbell Strange, as Trustee of the Campbell Strange Living Trust, asserted or could have asserted against American Laser Centers, LLC and ALC of Texas, LLC in this lawsuit are hereby dismissed, with prejudice to refile same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all claims American Laser Centers, LLC asserted or could have asserted against Campbell Strange, as Trustee of the Campbell Strange Living Trust in this lawsuit are hereby dismissed, with prejudice to refile same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all claims ALC of Texas, LLC asserted or could have asserted against Campbell Strange, as Trustee of the

Court's Minutes  
Transaction #21

1354059-EA 1

7-11-11 MBC  
ON                      ALL SERVED VIA  
- HAND DELIVERY  
- MAIL Florence or Mary J. Jansoney  
-                      WHO IS TO  
SERVE COPIES ON ALL OTHERS

*mbl*

Campbell Strange Living Trust in this lawsuit are hereby dismissed, with prejudice to refile same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all taxable costs and attorneys' fees shall be borne by the party incurring same.

SIGNED July 8, 2011.  
~~XXXXXXXXXX~~

Dan M. Hmacek  
The Honorable Judge Presiding

AGREED AS TO FORM AND SUBSTANCE:

By: K.T.F.

Kirk T. Florence  
State Bar No. 07160900

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**ATTORNEYS FOR DEFENDANTS**  
**AMERICAN LASER CENTERS LLC and**  
**ALC OF TEXAS, LLC**

By: D.M.

Derek Montgomery  
State Bar No. 24042264

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**ATTORNEYS FOR PLAINTIFF**  
**CAMPBELL STRANGE, AS**  
**TRUSTEE FOR THE CAMPBELL**  
**STRANGE LIVING TRUST**

# Civil Docket

Discovery: 2

348-244891-10

Cause Of Action: LEASE

NAMES OF PARTIES

ATTORNEYS

Date filed	CAMPBELL STRANGE, et al. as Trustee of the Campbell Strange Living Trust	MONTGOMERY, DEREK	
04/15/2010		201 MAIN ST STE 2500	
Jury		PORT WORTH, TX 76102	
Fee \$	vs.	BAEID: 24042264TX Ph (817)332-2500	PLTF
		KELLY HART & BALMAIN LLP	
Ald	AMERICAN LASER CENTERS, LLC, AND ALC OF TEXAS LLC	KIRK T. FLORENCE	Carl D. Pearson: PHV for AS
By		2001 CROUCH & RAMEY, LLP	Bowman and Brooke LLP
		4445 Ross Ave STE 3000 4400	150 South 5th St. Ste 3000
		DALLAS TX 75202 75201	Minneapolis MN 55402
		214-922-7100	612-329-8682

Date of Orders

ORDERS OF COURT

Was Steno Used?

8-12-10

Order setting course for trial 4-15-11 #

2/8/11

Signed "Order Re. ms. of Carl D. Pearson for his Vice Admission." (h) Am.

Laos Center, LLC + ALC of Texas LLC J. Am

3/19/11

Signed agreed cont. - meet 6/30/11. Am

6-6-11

Order re trial set on 6-20-11 pl

7/18/11

Signed "Order on Agreed ms. to Dismiss All Prov." Am

348-244891-10

4-18-11 cont.  
6-20-11 *Am* (6-14)

# KELLY HART & HALLMAN LLP

201 MAIN STREET, SUITE 2500  
FORT WORTH, TEXAS 76102

Telephone: (817) 332-2500  
Telecopy: (817) 878-9280  
Writer's Direct Dial: (817) 878-9371  
Email Address: josh.osborne@khh.com

301 Congress, Suite 2000  
Austin, Texas 78701

December 29, 2011

BMC Group, Inc.  
Attn: ALC Holdings LLC  
Claims Processing  
P.O. Box 3020  
Chanhassen, MN 55317-3020

Re: ALC of Texas LLC  
Case No. 11-13877

To Whom It May Concern:

Enclosed is an executed original and one copy of a Proof of Claim regarding the above referenced case for filing with the Court. Please return a file-marked copy to my office in the enclosed self-addressed, stamped envelope.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Josh Osborne', written over a horizontal line.

C. Josh Osborne

CMT:jcm  
Enclosures