


UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: ALC HOLDINGS LLC, et al.,	Case Number: 11-13853(MFW)	<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: _____
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.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Cheryl Fecht		
Name and address where notices should be sent: Cheryl Fecht 440 Belmont Bay Dr. #114 Woodbridge, Va. 22191 Telephone number: (703) 839-0976 email: cfecht2@aol.com		<div style="text-align: center; font-size: 1.2em; font-weight: bold;">RECEIVED</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">JAN 26 2012</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">BMC GROUP</div> <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.
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<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.
1. Amount of Claim as of Date Case Filed: \$ <u>4,500.00</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.		
2. Basis for Claim: <u>Settlement for case # GV11015468-00</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <u>8845</u>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (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: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). 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"/> 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"/> 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"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().
*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:		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruc		

US BANKRUPTCY COURT
 DISTRICT OF VIRGINIA
 2012 JAN 26
 AM 9:30
 Amount entitled to priority:
 \$ _____
 ALC Holdings

 00080

BMC

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

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: Cheryl Fecht

Title: _____

Company: _____

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

Cheryl Fecht 1-9-12
 (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 the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods 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 is 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 that 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 only 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 enclose 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) 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 or 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.

Mail to:

United States Bankruptcy Court
Attn: Claims
824 Market Street, 3rd Floor
Wilmington, DE 19801

From: Rebecca Herbig <Rebecca.Herbig@bowmanandbrooke.com>

To: cfecht2 <cfecht2@aol.com>

Subject: Fecht v. ALC et al.

Date: Tue, Nov 8, 2011 1:40 pm

Attachments: 1608057-EA_1_1_1_Release.pdf (75K)

CONFIDENTIAL SETTLEMENT COMMUNICATION

Ms. Fecht:

It was a pleasure speaking with you yesterday. I am writing to confirm that, pursuant to our conversation yesterday, we have agreed to resolve this matter for \$4,500. Please be advised that I spoke with the clerk's office this morning and they have placed a note in the file that we have resolved the matter. However, in order to cancel the trial date for Thursday, they have advised that you will need to contact them at 703-691-7320 and additionally request that the matter be taken off for Thursday. In addition, they have indicated that they need a letter from you indicating that this matter has resolved and requesting that the trial date for Thursday be taken off the docket.

If you will please contact them today and confirm with me that we are off for Thursday, that would be great. Attached, please find the settlement release I promised. As we discussed, you may wish to have an attorney review the terms of this release with you. Please forward the signed and notarized version to me once you have reviewed and agreed and I will prepare an order dismissing this case and order the check from ALC.

Please do not hesitate to contact me with any questions or concerns. Thanks!

Rebecca S. Herbig
Associate
Bowman and Brooke LLP
1111 East Main Street
Suite 2100
Richmond, Virginia 23219
Direct: 804.819.1111
Fax: 804.649.1762

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This email has been scanned by the MessageLabs Email Security System.
For more information please visit <http://www.messagelabs.com/email>

VIRGINIA:

IN THE GENERAL DISTRICT COURT FOR THE COUNTY OF FAIRFAX

CHERYL A. FECHT,)
)
 Plaintiff,)
)
 v.)
)
 ALC OF VIRGINIA, LLC,)
 JANICE SHROPE, LOUISA)
 BUSCIGLIO,)
 and)
 JENNIFER GOODWIN,)
)
 Defendants.)

Case No.: GV10022743-00
 6V11015468-00

CONFIDENTIAL GENERAL RELEASE

The undersigned, CHERYL A. FECHT (the "Releasor"), for the sum of FOUR-THOUSAND AND FIVE-HUNDRED DOLLARS (\$4,500.00), to be paid collectively by ALC of Virginia, LLC, Janice Shrope, Louisa Busciglio and Jennifer Goodwin (the "Releasees"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, releases and forever discharges, for herself and her respective heirs, executors, administrators, successors, representatives, and assigns Releasees, and its respective administrators, successors, predecessors, assigns, representatives, suppliers, vendors, insurers, agents, dealers, distributors, attorneys, subsidiaries, parents, affiliates, officers, directors and employees of and from every manner of actions, causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, in admiralty or in equity, whether known or unknown, which Releasor has ever had, now has, or which Releasor or her heirs, executors, administrators, successors or assigns hereafter can, shall or may have, whether in their own right or in their representative capacity, for, upon or by reason of any matter, cause or thing whatsoever, including,

without limitation of the generality hereof, any past, present or future claims, matters, causes or things the Releasor had, has, or may hereafter have arising out of, based upon, or in any way relating to an incident involving a VelaShape treatment (the "Treatment") which occurred on or about February 15, 2011, (the "Incident"), as more specifically described in the civil action captioned above (the "Lawsuit"); as well as to any other claim or causes of action in any local, federal or administrative court, agency or any other available forum including any past, present or future claims, matters, causes or things that Releasor has or may hereafter have arising out of, based upon, or in any way relating to, the Treatment, the Incident or the Lawsuit.

Releasor acknowledges and agrees that this is a General Release by her. Releasor expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but which Releasor does not know or expect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Releasor's decision to enter into this General Release. Releasor further agrees that she has accepted the sum of \$4,500.00 as a complete compromise of matters involving disputed issues of fact and law. Releasor assumes the risk that the facts or law may be other than what she believes.

Following payment, Releasor shall immediately dismiss the Lawsuit with prejudice.

Releasor warrants, assures and guarantees that she has not filed any complaint or claims, transferred or assigned any right, credit, cause of action or claims that she may have against Releasees other than the Lawsuit and that she is the only entity or person with a right to raise or assert such.

Releasor further warrants, assures and guarantees that no liens exist with respect to the matters that are the subject of this General Release, and Releasor agrees to indemnify and hold harmless Releasees with respect to any such liens that might be asserted.

Releasor recognizes that each and every one of the provisions of this General Release is material to Releasees and that, without all of them, Releasees would not pay Releasor any amount in settlement.

Releasor agrees that the settlement reflected in this General Release is the compromise of potential, doubtful and disputed claims and the payment of any amount by Releasees, or any other conduct by Releasees, is not, nor shall it be deemed to be, any admission of liability by them. Releasor recognizes that Releasees deny any liability.

As an essential condition and consideration for entering into this General Release, it is further agreed and understood by and between the parties hereto, including not only Releasor, but also her agents, representatives, employees, servants, family members and all partners and/or employees, that they will not disclose, disseminate, or release any information whatsoever relative to this settlement, including, but not limited to, the amount of the settlement or the negotiations leading thereto. Any such disclosure, publication, dissemination or release of any information relative to this General Release or said negotiations to any third-party shall be deemed a material breach of this General Release. Releasees may enforce this confidentiality provision before the General District Court for the County of Fairfax, and the remedy for such material breach will be the return of all the considerations paid herein, all the expenses, costs and attorneys' fees incurred by Releasees in connection with enforcing this confidentiality provision, plus interest over those amounts at the yearly rate of eight percent (8%), or the highest then allowed by law, plus all their attorney's fees to enforce this confidentiality provision.

Releasor further declares and represents that no promises, inducements or agreements not herein expressed have been made to her; that Releasor is competent to execute this document, that she has had the opportunity, whether she has chosen to do so or not, to have an

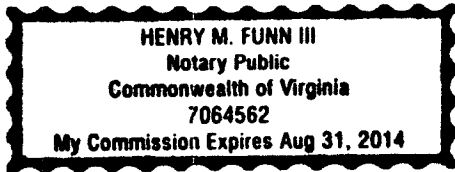
attorney read and satisfactorily explain the legal effects of this General Release to her and that she fully understands its contents and she executes it voluntarily, and that this written document contains the entire agreement between the parties.

Releasor agrees to execute any documents and to take any other actions that may be necessary or appropriate to give full force and effect to the terms and intent of this General Release.

This General Release may not be annulled, voided or modified orally.

Lastly, the terms of this General Release shall be governed by the laws of the Commonwealth of Virginia.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 8th DAY OF November, 2011.



Cheryl A. Fecht

By Cheryl A. Fecht

This 8th day of November, 2011 came Cheryl A. Fecht, to me personally known, and executed this document in my presence.

Henry M. Funn III
Notary Public

My Commission expires: 08/31/2014

Notary registration number: 7064562

8697 4815 6872

0200

FedEx Reference Number

1 From
 Sender's FedEx Account Number
 Date
 Sender's Name
 Company
 Address
 City
 State
 ZIP
 Phone

2 Your Internal Billing Reference

3 To
 Recipient's Name
 Company
 Address
 City
 State
 ZIP
 Phone

4a Express Package Service
 FedEx Priority Overnight
 FedEx 2Day
 FedEx Express Saver
 FedEx International Priority
 FedEx International Economy
 FedEx Home Delivery
 FedEx Mail Manager

4b Express Freight Service
 FedEx Freight
 FedEx Freight Economy
 FedEx Freight Priority
 FedEx Freight Economy International
 FedEx Freight Priority International

5 Packaging
 FedEx Pak
 Envelope
 FedEx Mailer
 FedEx Mailbox
 FedEx Mailbox Plus
 FedEx Mailbox Plus Plus
 FedEx Mailbox Plus Plus Plus

6 Special Handling
 SATURDAY Delivery
 HOLD Wednesday
 HOLD Thursday
 HOLD Friday
 HOLD Saturday
 HOLD Sunday
 HOLD Monday
 HOLD Tuesday

7 Payment Method
 Sender
 Recipient
 Third Party
 Credit Card
 Cash/Check

8 Residential Delivery Signature Options
 No Signature
 Recipient Signature
 Direct Signature
 Indirect Signature



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RECEIVED
 JAN 28 2012
 BMC GROUP

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