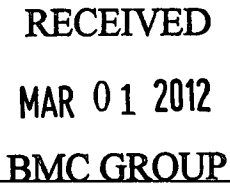


|  |   |   |   |
|--|---|---|---|
| <b>UNITED STATES BANKRUPTCY COURT</b>  |   | <b>District of Delaware</b>   | <b>PROOF OF CLAIM</b>   |
| Name of Debtor:<br><b>CLA Hold LLC d/b/a American Laser Skincare</b>   |   | Case Number:<br><b>11-13853</b>   | <br>2012 FEB 27 PM 3:02<br>CLERK OF COURT<br><b>COURT USE ONLY</b>                               |
| 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):<br><b>Erica Marie Davis</b>   |   |   |   |
| Name and address where notices should be sent:<br><b>Rosenberg, Minc, Falkoff &amp; Wolff, LLP.<br/>122 East 42nd Street - Suite 3800<br/>New York, New York 10168</b>   |   | Telephone number: <b>(212) 697-9280</b> email: <b>atisi@rmfwlaw.com</b>   | <input type="checkbox"/> Check this box if this claim amends a previously filed claim.<br><br><b>Court Claim Number:</b> _____<br><i>(If known)</i><br><br><b>Filed on:</b> _____ |
| Name and address where payment should be sent (if different from above):<br><b>Same as above</b>   |   | 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.         |
| <b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>200,000.00</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 checked="" 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>personal injury/wrongful death</u><br>(See instruction #2)   |   |   |   |
| <b>3. Last four digits of any number by which creditor identifies debtor:</b><br><u>9 5 5 2</u>  | <b>3a. Debtor may have scheduled account as:</b><br><u>Erica Davis</u><br>(See instruction #3a)   | <b>3b. Uniform Claim Identifier (optional):</b><br>_____<br>(See instruction #3b)   |   |
| <b>4. Secured Claim</b> (See instruction #4)<br>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. |   | <b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b><br>\$ _____ |   |
| <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other<br>Describe:  |   | <b>Basis for perfection:</b> _____  |   |
| <b>Value of Property:</b> \$ _____   |   | <b>Amount of Secured Claim:</b> \$ _____  |   |
| <b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable<br>(when case was filed)   |   | <b>Amount Unsecured:</b> \$ _____   |   |
| <b>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.</b>               |   |   |   |
| <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).                                | <b>Amount entitled to priority:</b><br>\$ _____   |
| <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)(____).                                 |   |
| *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.  |   |   |   |
| <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.     I am the trustee, or the debtor,     I am a guarantor, surety, indorser, or other codebtor.  
 (Attach copy of power of attorney, if any.)    or their authorized agent.    (See Bankruptcy Rule 3005.)  
 (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: Erica Marie Davis

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

Company: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

Erica Marie Davis    2/13/2012  
 (Signature)    (Date)

*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](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 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

**RIDER**

In addition to the amount demanded on the Proof Of Claim, I demand the interest, costs and disbursements of my lawsuit filed in Supreme Court of the State of New York, Bronx County (Index Number 309006/11).

  
Erica Marie Davis

2/13/2012  
Date



HECTOR L. DIAZ  
BRONX COUNTY CLERK

INDEX NUMBER

309006/11

2011 OCT 12 AM 9:53  
CLERK  
BRONX COUNTY

APPLICATION FOR INDEX NUMBER  
PURSUANT TO SECTION 8018 (A) CIVIL PRACTICE LAW AND RULES  
FEE \$210.00

SUPREME COURT: BRONX COUNTY

|   |                               |     |                                     |
|---|-------------------------------|-----|-------------------------------------|
| FULL TITLE OF ACTION OR PROCEEDING (PLEASE PRINT) | IS THIS A THIRD PARTY ACTION? | YES | NO                                  |
|   | INDEX # OF ORIGINAL ACTION    |     | <input checked="" type="checkbox"/> |

ERICA MARIE DAVIS,

Plaintiff,

-against-

ALC OF NEW YORK LLC and AMERICAN LASER SKINCARE,

Defendants.

APPLICATION FOR INDEX NUMBER FILED BY:  PLAINTIFF \_\_\_\_\_ DEFENDANT

IS THIS ACTION FOR A PROVISIONAL REMEDY, NO ACTION PENDING? \_\_\_\_\_ YES  NO

TYPE OF ACTION \_\_\_\_\_ TORT \_\_\_\_\_ MOTOR VEHICLES  OTHER PERSONAL INJURY  
 \_\_\_\_\_ CONTRACT  
 \_\_\_\_\_ COMMERCIAL  
 \_\_\_\_\_ MATRIMONIAL \_\_\_\_\_ CONTESTED \_\_\_\_\_ UNCONTESTED  
 \_\_\_\_\_ TAX CERTIORARI  
 \_\_\_\_\_ OTHER (PLEASE INDICATE)

FOR PLAINTIFF OR PETITIONER: NAME: Rosenberg, Minc, Falkoff & Wolff, LLP  
 ADDRESS: 122 East 42<sup>nd</sup> Street  
 Suite 3800  
 TOWN ZIP: New York, New York 10168  
 TELEPHONE: (212) 697-9280

FOR DEFENDANT OR RESPONDENT: NAME: Unknown  
 ADDRESS:  
 TOWN ZIP:  
 TELEPHONE:

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
ERICA MARIE DAVIS,

Plaintiff,

-against-

ALC OF NEW YORK LLC and AMERICAN LASER  
SKINCARE,

Defendants.  
-----X

Index No. 309006/11  
Date Filed: 10/12/11

**SUMMONS**

Plaintiff designates Bronx  
County as the place of trial.

The basis of venue is:  
Plaintiff's Residence

Plaintiff resides at:  
390 East 153rd Street  
Apt. 16  
Bronx, New York 10455  
County of Bronx

**To the above named Defendant(s):**

**You are hereby summoned** to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

DATED: NEW YORK, NEW YORK  
October 7, 2011

Yours etc.,

ROSENBERG, MINC-FALKOFF & WOLFF, LLP

By: 

ARTHUR O. TISI

Attorneys for Plaintiff  
ERICA MARIE DAVIS  
Office and P.O. Address  
122 East 42<sup>nd</sup> Street, Suite 3800  
New York, New York 10168  
(212) 697-9280  
Our File No. 29552

TO: ALC OF NEW YORK LLC  
871 Fifth Avenue  
New York, New York

AMERICAN LASER SKINCARE  
871 Fifth Avenue  
New York, New York

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX

-----X  
ERICA MARIE DAVIS,

Plaintiff,

-against-

ALC OF NEW YORK LLC and AMERICAN LASER  
SKINCARE,

Defendants.  
-----X

**VERIFIED COMPLAINT**

Index No.: 309006/11  
10/12/11

Plaintiff, ERICA MARIE DAVIS, by her attorneys, ROSENBERG, MINC, FALKOFF & WOLFF, LLP., complaining of the defendants, ALC OF NEW YORK LLC and AMERICAN LASER SKINCARE, respectfully sets forth as follows upon information and belief:

**FIRST:** At the time of the commencement of this action plaintiff, ERICA MARIE DAVIS, was a resident of the County of Bronx, City of New York and State of New York.

**SECOND:** At the time of the commencement of this action defendant, ALC OF NEW YORK LLC was a foreign limited liability company conducting business within the State of New York.

**THIRD:** At the time of the commencement of this action defendant, AMERICAN LASER SKINCARE was a foreign limited liability company conducting business within the State of New York.

**FOURTH:** Upon information and belief, on April 2, 2011 and at all times hereinafter mentioned, defendant ALC OF NEW YORK LLC was doing business as AMERICAN LASER SKINCARE.



**FIFTH:** That this action falls within one or more of the exemptions set forth in CPLR §1602, including but not limited to CPLR §1602(2)(iv) in that the limitations set forth in Article 16 of the CPLR shall not be construed to impair, alter, limit, modify, enlarge, abrogate or restrict any liability arising by reason of a non-delegable duty.

**SIXTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, owned the premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**SEVENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, owned the premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**EIGHTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, its agents, servants and/or employees operated the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**NINTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, its agents, servants and/or employees managed the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, it agents, servants and/or employees controlled the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**ELEVENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, its agents, servants and/or employees maintained the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWELFTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, provided laser hair removal treatments to the public for a fee at the premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**THIRTEENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, the defendant ALC OF NEW YORK LLC held itself out to the public as having the requisite amount of expertise and skill to provide safe and effective laser hair removal treatments at the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**FOURTEENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees operated the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**FIFTEENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees managed the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**SIXTEENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees controlled the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**SEVENTEENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees maintained the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**EIGHTEENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, provided laser hair removal treatments to the public for a fee at the premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**NINETEENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, the defendant AMERICAN LASER SKINCARE held itself out to the public as having the requisite amount of expertise and skill to provide safe and effective laser hair removal treatments at the aforesaid premises located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWENTIETH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, its agents, servants and/or employees operated the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWENTY-FIRST:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, its agents, servants and/or employees maintained the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWENTY-SECOND:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, its agents, servants and/or employees managed the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWENTY-THIRD:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, its agents, servants and/or employees controlled the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWENTY-FOURTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, owned the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWENTY-FIFTH:** Upon information and belief on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees operated the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York, State of New York.

**TWENTY-SIXTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees maintained the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWENTY-SEVENTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees managed the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWENTY-EIGHTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees controlled the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**TWENTY-NINTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, owned the hair removal laser clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**THIRTIETH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, its agents, servants and/or employees, had a duty to maintain the hair removal laser at the aforesaid clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York in a reasonably safe manner.

**THIRTY-FIRST:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, its agents, servants and/or employees, had a duty to operate the hair removal laser at the aforesaid clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York in a reasonably safe manner.

**THIRTY-SECOND:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, ALC OF NEW YORK LLC, employed personnel to operate the hair removal laser at said clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**THIRTY-THIRD:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees, had a duty to maintain the hair removal laser at the aforesaid clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York in a reasonably safe manner.

**THIRTY-FOURTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, its agents, servants and/or employees, had a duty to operate the hair removal laser at the aforesaid clinic

located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York in a reasonably safe manner.

**THIRTY-FIFTH:** Upon information and belief, on April 2, 2011, and at all times hereinafter mentioned, defendant, AMERICAN LASER SKINCARE, employed personnel to operate the hair removal laser at said clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**THIRTY-SIXTH:** Upon information and belief, on April 2, 2011, plaintiff, ERICA MARIE DAVIS, was lawfully present on the aforesaid premises and in particular in the clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York.

**THIRTY-SEVENTH:** Upon information and belief, that on April 2, 2011, while plaintiff, ERICA MARIE DAVIS, was lawfully present at the clinic located at 871 Fifth Avenue, New York, New York, in the City of New York, County of New York and State of New York, an employee named "Elizabeth" improperly applied a laser to plaintiff's right leg to remove hair and caused plaintiff to sustain multiple burns to her right leg causing plaintiff to sustain severe and permanent injuries.

**THIRTY-EIGHTH:** That the above occurrence, and the results thereof, were caused by the negligence of the defendants and/or said defendants' servants, agents, employees and/or licensees in: the ownership, operation, management, maintenance and control of the aforesaid premises and clinic without any negligence on the part of the plaintiff contributing thereto.

**THIRTY-NINTH:** That the aforesaid occurrence was caused solely and wholly by reason of the negligence, carelessness and recklessness of the defendants therein, their agents, servants and/or employees: in their ownership, maintenance, management, operation, control and inspection of the aforementioned premises, clinic and laser; in using defective laser equipment; in operating the laser at a setting that was inappropriate under

the circumstances; in operating the laser at a setting that was too intense for hair removal, resulting in burning skin, scarring and disfigurement; in failing to observe the damage occurring during the laser hair removal treatment; in failing to be attentive during the laser hair removal treatment; in failing to heed the complaints of the plaintiff during the laser hair removal treatment; in suffering inadequately trained personnel to operate the abovementioned laser; in failing to properly train the laser operator; in failing to have competent laser operators; in failing to properly train personnel and laser operators; in using laser equipment which was incapable of adjusting the intensity and/or strength of the laser; in allowing, causing, creating, permitting and maintaining the dangerous and hazardous conditions (the aforementioned laser, laser equipment and incompetent staff member) to exist in the aforesaid clinic at the aforesaid premises; in failing to repair said laser; in failing to inspect said laser; in failing to abate the aforesaid dangerous and hazardous condition; in failing to prevent the occurrence; in that the aforesaid dangerous and hazardous condition existed for so long a period of time that the defendants knew or should have known of the existence of said condition; in causing and creating said condition; in failing to replace the said laser with a suitable laser prior to the accident complained of herein; in violating the warranties of merchantability; in that plaintiff relies on the Doctrine of *res ipsa loquitur*; in failing to timely replace and/or repair said laser; in failing to provide proper laser hair removal; in suffering said condition to remain on premises; in failing to pay attention during the laser hair removal treatment; in failing to warn the public in general and the plaintiff of the dangers and risks of hair removal treatment, including severe burns, scarring, disfigurement and grossly altered pigmentation; and the defendants were otherwise negligent herein.

**FORTIETH:** That because of the above stated accident, plaintiff, ERICA MARIE DAVIS, was caused to sustain serious injuries and to have suffered pain, shock and mental anguish; that these injuries and their effects will be permanent; as a result of said

injuries plaintiff was caused and will continue to be caused to incur expenses for medical care and attention; and plaintiff was and will continue to be rendered unable to perform plaintiff's normal activities and duties and has sustained a resultant loss therefrom.

**FORTY-FIRST:** That by reason of the aforesaid, this plaintiff has sustained damages which exceed the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

**WHEREFORE,** plaintiff, ERICA MARIE DAVIS, demands judgment against the defendants, in a sum which exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction, together with the interest, costs and disbursements of this action.

DATED: NEW YORK, NEW YORK  
October 7, 2011

Yours etc.,

ROSENBERG, ~~MINC~~FALKOFF & WOLFF, LLP

By: 

ARTHUR O. TISI


Attorneys for Plaintiff  
ERICA MARIE DAVIS  
Office and P.O. Address  
122 East 42<sup>nd</sup> Street, Suite 3800  
New York, New York 10168  
(212) 697-9280  
Our File No. 29552



**ATTORNEY VERIFICATION**

The undersigned, an attorney admitted to practice in the Courts of New York State, state under penalty or perjury that I am one of the attorneys for the plaintiff(s) in the within action; I have read the foregoing COMPLAINT and know the contents thereof; that the same is true to my own knowledge, except as to the matters I believe to be true. The reason this verification is made by me and not by my client(s) is that my client(s) are not presently in the County where I maintain my offices. The grounds of my belief as to all matters not stated upon my own knowledge are the materials in my file and the investigation conducted by my office.

DATED: NEW YORK, NEW YORK  
October 7, 2011

  
\_\_\_\_\_  
ARTHUR O. TISI

**UNIFORM COURT RULE 130-1.1-a CERTIFICATION**

I, the undersigned, an attorney at law duly admitted to practice in the Courts of New York State, Affirm that I am a Member of the firm ROSENBERG, MINC, FALKOFF & WOLFF, LLP, attorneys of record for Plaintiff(s) in the within action; I have read the foregoing COMPLAINT and know the contents thereof; the same is true to my own knowledge, except as to the matters therein alleged to be on information and belief, and as to those matters I believe it to be true.

DATED:       NEW YORK, NEW YORK  
              October 7, 2011

  
\_\_\_\_\_  
ARTHUR O. TISI

Index No.  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF BRONX  
ERICA MARIE DAVIS,

---

Plaintiff,

-against-

ALC OF NEW YORK LLC and AMERICAN LASER SKINCARE,

Defendants.

---

**SUMMONS and VERIFIED COMPLAINT**

---

**ROSENBERG, MINC, FALKOFF & WOLFF, LLP**  
*Attorneys for Plaintiff*  
122 East 42<sup>nd</sup> Street, Suite 3800  
New York, New York 10168  
(212) 697-9280



THE LAW FIRM OF

ROSENBERG, MINC,  
FALKOFF & WOLFF, LLP

ADVOCATING JUSTICE FOR THREE GENERATIONS.

PETER D. ROSENBERG\*  
DANIEL C. MINC  
STEVEN C. FALKOFF\*\*  
ROBERT H. WOLFF\*\*\*  
GARY SILVERSTEIN

CARMEN A. MESORANA  
ARTHUR O. TISI\*\*\*  
SHARON ELMALEH SCHOENMAN

LEGAL ASSISTANTS

JOY RUBIN BERMAN  
LORRAINE ZAHTILA-LICUL  
INGRID D. JOHNSON

122 East 42nd Street  
Suite 3800  
New York, New York 10168

TELEPHONE: 212-697-9280  
FAX: 212-697-9284  
EMAIL: lawyers@rmfwlaw.com

FOUNDERS

GUSTAVE G. ROSENBERG  
(1900-1988)  
MORTON M. BERGER  
(1915-1991)

OF COUNSEL

SEYMOUR ARMSTRONG  
ARI KRESCH

\*Member, NY, CA Bar  
\*\*Member, NY, CT, FL Bar  
\*\*\*Member, NY, NJ Bar

February 21, 2012

Via Certified Mail/RRR

United States Bankruptcy Court  
824 Market Street, 3<sup>rd</sup> Floor  
Wilmington, Delaware 19801

Attn: Claims

Re: In re: CLA Hold LLC  
Case No. 11-13853 (MFV)  
Creditors - Erica Marie Davis  
Debtors - CLA Hold LLC d/b/a American Laser Skincare  
Our File No. 29552


To whom it may concern:

Enclosed please find an original and one copy of the Proof of Claim with Exhibits in the above matter.

Upon receipt of the enclosed, kindly stamp the copy of the Proof of Claim with Exhibits "**RECEIVED**" and return to the undersigned in the self-addressed stamped envelope enclosed for your convenience.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

  
Arthur O. Tisi

AOT: sm

Enclosure

FILED  
2012 FEB 27 PM 2:30  
CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

BWE

**fedEx**® US Airbill  
Express

FedEx  
Tracking  
Number

8726 8134 8931

From 2/29/12

Sender's Name James Wolf Phone \_\_\_\_\_

Company LAC - Lawyers

Address 10000 Lake Parkway East

City Atlanta State GA ZIP 30339

Our Address/Room

**Your Internal Billing Reference**

To Recipient's Name BMC GROUP Phone \_\_\_\_\_

MAR 01

RECEIVED

Company BMC GROUP

Address 10000 Lake Parkway East  HOLD Weekday  
FedEx location address  
Required. NOT available for  
FedEx First Overnight.

Address 10000 Lake Parkway East  HOLD Saturday  
FedEx location address  
Required. NOT available for  
FedEx Priority Overnight or  
FedEx 2Day to select locations.

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_



8726 8134 8931

0200

Recipient's Copy

**4a Express Package Service**

*\* In select locations.*

*Packages up to 150 lbs.*

FedEx Priority Overnight  
FedEx First Overnight  
Shipments will be delivered on Monday  
unless SATURDAY Delivery is selected.

FedEx Standard Overnight  
Next business afternoon.  
Saturday Delivery NOT available.

FedEx First Overnight  
Earliest next business morning  
delivery to select locations.\*

FedEx 2Day  
FedEx Express Saver  
Shipments will be delivered on Monday  
unless SATURDAY Delivery is selected.

FedEx Express Saver  
Third business day.  
Saturday Delivery NOT available.

**4b Express Freight Service**

*\*\* To most locations.*

*Packages over 150 lbs.*

FedEx 1Day Freight  
FedEx 1Day Freight Economy No.  
Delivery is selected.

FedEx 1Day Freight Economy No.

FedEx 2Day Freight  
Second business day.  
Shipments will be delivered  
on Monday unless SATURDAY Delivery is selected.

FedEx 3Day Freight  
Third business day.\*  
Saturday Delivery NOT available.

**5 Packaging**

*\* Declared value limit \$500.*

FedEx Pak\*  
Includes FedEx Small Pak and  
FedEx Large Pak.

FedEx Box  FedEx Tube  Other

**6 Special Handling and Delivery Signature Options**

SATURDAY Delivery  
NOT available for FedEx Standard Overnight, FedEx Express Saver, or FedEx 2Day Freight.

No Signature Required  
FedEx location address  
obtaining a signature for delivery.

Direct Signature  
Direct signatures  
may sign for delivery. *Fee applies.*

Indirect Signature  
If no one is available at recipient's  
address, someone at a neighboring  
residential address only. *Fee applies.*

**Does this shipment contain dangerous goods?**

*One box must be checked.*

No  
As per attached  
Shipper's Declaration.  
Signature not required.

Yes  
Shipper's Declaration  
Dry ice, 9 UN 185 \_\_\_\_\_ x \_\_\_\_\_ kg  
or placed in a FedEx Express Drop Box.

Yes  
Shipper's Declaration  
Dry ice, 9 UN 185 \_\_\_\_\_ x \_\_\_\_\_ kg  
or placed in a FedEx Express Drop Box.

Cargo Aircraft Only

**7 Payment Bill to:**

Sender  FedEx Acct. No. or Credit Card No. below.  Obtain recip. Acct. No.  Bill to Recipient  Third Party  Credit Card  Cash/Check

Total Packages 1 Total Weight \_\_\_\_\_ Total Declared Value\* \_\_\_\_\_ Credit Card Amt. \_\_\_\_\_

\*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

Rev. Date 2/10 • Form F15251 • ©1994-2010 FedEx • PRINTED IN U.S.A. SBY

606