

ORIGINAL

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor:  
American Laser Centers, LLC  
aka American Laser Centers

Case Number:  
11-13854

NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).

Name of Creditor (the person or other entity to whom the debtor owes money or property):  
Chantelle Harris-Jabbie

Name and address where notices should be sent:  
Bryan S. Witherwax  
Witherwax Law, P.C.  
5525 Mills Civic Parkway, Suite 120 and  
West Des Moines, Iowa 50266  
(515) 224-5377  
bwitherwax@witherwaxlaw.com  
Brian A. Sullivan  
Webb & Sullivan  
300 Delaware Avenue, Suite 1300  
Wilmington, Delaware 19801  
(302) 652-1100  
bsullivan@webbsullivan.com

Name and address where payment should be sent (if different from above):

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box to indicate that this claim amends a previously filed claim.  
Court Claim Number (if known):  
Filed on:

Payment Telephone Number ( ) email:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ Unliquidated  
If all or part of your claim is secured, complete item 4.  
If all or part of your claim is entitled to priority, complete item 5.  
 Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: (See instruction #2) Injury and Damages From Laser Treatment - See Attached Complaint

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

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 your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.  
Nature of property or right of setoff: Describe:  
 Real Estate  Motor Vehicle  Other \_\_\_\_\_  
Value of Property: \$ \_\_\_\_\_  
Annual Interest Rate: \_\_\_\_\_ %  Fixed or  Variable (when case was filed)  
Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ \_\_\_\_\_  
Basis for Perfection: \_\_\_\_\_  
Amount of Secured Claim: \$ \_\_\_\_\_  
Amount Unsecured: \$ \_\_\_\_\_

5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.  
Amount entitled to priority: \$ \_\_\_\_\_  
Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ \_\_\_\_\_  
You MUST specify the priority of the claim:  
 Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  
 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).  
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  
 Wages, salaries, or commissions (up to \$11,725\*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).  
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( \_\_\_\_\_ ).  
 Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).  
\* 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.



6. CREDITS: 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 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 definition of "redacted").  
**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**  
 If the documents are not available, please explain:

**DATE-STAMPED COPY** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.  
**The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED).**

**BY MAIL TO:**  
 BMC Group, Inc.  
 Attn: ALC Holdings, LLC Claims Processing  
 PO Box 3020  
 Chanhassen, MN 55317-3020

**BY MESSENGER OR OVERNIGHT DELIVERY TO:**  
 BMC Group, Inc.  
 Attn: ALC Holdings, LLC Claims Processing  
 18675 Lake Drive East  
 Chanhassen, MN 55317

**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: Brian A. Sullivan  
 Title: Attorney  
 Company: Werb & Sullivan  
 Address and telephone number (if different from notice address above):  
 \_\_\_\_\_  
 \_\_\_\_\_

  
 (Signature)

3/12/12  
 (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.

**LIST OF DEBTORS:**

Debtor Name	Case Number	Debtor Name	Case Number	Debtor Name	Case Number
ALC Holdings, LLC	11-13853	ALC of Iowa LLC	11-13864	ALC of Pennsylvania LLC	11-13875
American Laser Centers LLC	11-13854	ALC of Kansas LLC	11-13865	ALC of Tennessee LLC	11-13876
ALC HC, Inc.	11-13855	ALC of Louisiana LLC	11-13866	ALC of Texas LLC	11-13877
ALC of Alabama LLC	11-13856	ALC of Massachusetts LLC	11-13867	ALC of Utah LLC	11-13878
ALC of Arizona LLC	11-13857	ALC of Michigan LLC	11-13868	ALC of Virginia LLC	11-13879
ALC of Colorado LLC	11-13858	ALC of Minnesota LLC	11-13869	ALC of Washington LLC	11-13880
ALC of Connecticut LLC	11-13859	ALC of Missouri LLC	11-13870	ALC of Wisconsin LLC	11-13881
ALC of Georgia LLC	11-13860	ALC of Nevada LLC	11-13871	ALC Products, LLC	11-13882
ALC of Florida	11-13861	ALC of New York LLC	11-13872	American Laser Centers of California LLC	11-13883
ALC of Indiana LLC	11-13862	ALC of North Carolina LLC	11-13873	American Laser Centers of Puerto Rico LLC	11-13884
ALC of Illinois LLC	11-13863	ALC of South Carolina LLC	11-13874	ALC Licensor, LLC	11-13885

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY**

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CHANTELL HARRIS-JABBIE,	)	CASE NO. _____
	)	
Plaintiff,	)	
	)	
v.	)	PETITION AT LAW AND JURY
	)	DEMAND
AMERICAN LASER CENTERS	)	
OF IOWA LLC a/k/a ALC OF IOWA LLC	)	
a/k/a AMERICAN LASER CENTERS	)	
a/k/a AMERICAN LASER SKINCARE,	)	
	)	
Defendant.	)	

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COMES NOW the Plaintiff, Chantell Harris-Jabbie, by and through her undersigned counsel, and in support of her Petition at Law and Jury Demand states to the Court the following:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff, Chantell Harris-Jabbie, was at all times material hereto a resident of the City of Des Moines, Polk County, Iowa.
2. Defendant, American Laser Centers of Iowa LLC a/k/a ALC of Iowa LLC a/k/a American Laser Centers a/k/a American Laser Skincare, was at all times material hereto a foreign limited liability corporation doing business in the State of Iowa.
3. At all times material hereto, the Defendant operated a retail laser business at 3701 Woodland Avenue in West Des Moines, Polk County, Iowa.
4. On or about August 12, 2011, Plaintiff, Chantell Harris-Jabbie, was a client, receiving laser hair removal treatments by Defendant, American Laser Centers of Iowa LLC a/k/a ALC of Iowa LLC a/k/a American Laser Centers a/k/a American Laser

Skincare, when she received second degree burns as a result of the laser hair removal therapy, causing injuries and damage to the Plaintiff.

5. At all times material hereto, the Defendant's employees were acting within the scope of their employment as agents or employees for the Plaintiff.

6. The malpractice, which is the subject matter of this action, occurred in Polk County, Iowa.

7. Plaintiff suffered personal injuries as a result of Defendant's actions and omissions.

8. The damages sustained by the Plaintiff are in excess of the jurisdictional limits of the small claims division of the district court.

**COUNT I**  
**NEGLIGENCE OF DEFENDANT**

9. Plaintiff repleads paragraphs one (1) through eight (8) as if fully set forth herein.

10. Defendant, American Laser Centers of Iowa LLC a/k/a ALC of Iowa LLC a/k/a American Laser Centers a/k/a American Laser Skincare, was negligent in the operation of their treatment for the following reasons, which is not exhaustive:

- a. Failing to properly administer the laser procedure;
- b. Failing to adequately train or supervise its employees; and
- c. Failing to exercise ordinary care under the circumstances

11. At all times material hereto the Defendant held itself out to the Plaintiff and to the general public as having expertise in the area of hair removal through laser treatment.

12. The negligence of Defendant was the cause-in-fact and proximate cause of the incident that resulted in injuries to the Plaintiff, Chantell Harris-Jabbie.

13. As a proximate result of the Defendant's actions, Plaintiff has suffered and will continue to suffer the following damages:

- a. Past medical expenses;
- b. Future medical expenses;
- c. Past pain and suffering;
- d. Future pain and suffering;
- e. Past loss earnings;
- f. Future lost earnings;
- g. Permanent scarring; and
- h. Any and all other damages allowed under Iowa law.

**WHEREFORE**, the Plaintiff respectfully requests that this Court enter judgment against Defendant for such amount that will fairly and reasonably compensate the Plaintiff for the injuries and damages sustained, with pre and post-judgment interest at the maximum rate allowed by law, and the costs of this action.

**COUNT II**  
**RES IPSA LOQUITUR**

14. Plaintiff repleads paragraphs one (1) through thirteen (13) as if fully set forth herein.

15. The ordinary administration of laser hair removal should not cause the burns and subsequent scars suffered by the Plaintiff.

16. The Defendant and its employees had exclusive control and management of all aspects of the administration of the laser.

17. The injuries and scarring suffered by the Plaintiff are the type of injuries that in the regular course of the intended laser procedure for hair removal should not have occurred if reasonable and prudent care had been taken by the Defendant, and Plaintiff intends to rely in this count on the doctrine of res ipsa loquitur.

18. The negligence of the Defendant was the proximate cause of the injuries and damages suffered by the Plaintiff.

19. As a result of the negligence of the Defendants, P.S. has sustained injuries and damages as follows:

- a. Past medical expenses;
- b. Future medical expenses;
- c. Past pain and suffering;
- d. Future pain and suffering;
- e. Past lost earnings;
- f. Future lost earnings;
- g. Permanent scarring; and
- h. Any and all other damages allowed under Iowa law.

**WHEREFORE**, the Plaintiff respectfully requests that this Court enter judgment against Defendant for such amount that will fairly and reasonably compensate the Plaintiff for the injuries and damages sustained, with pre and post-judgment interest at the maximum rate allowed by law, and the costs of this action.

**JURY DEMAND**

20. Plaintiff demands that all issues herein be tried to a jury.

Respectfully submitted,

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Bryan S. Witherwax, AT 0008585  
Tyler J. Johnston, AT 0003982  
WITHERWAX LAW, P.C.  
5525 Mills Civic Parkway, Suite 120  
West Des Moines, Iowa 50266  
Telephone: (515) 224-5377  
Facsimile: (515) 224-8996  
Email: [bwitherwax@witherwaxlaw.com](mailto:bwitherwax@witherwaxlaw.com)  
Email: [tjohnston@witherwaxlaw.com](mailto:tjohnston@witherwaxlaw.com)  
ATTORNEYS FOR PLAINTIFF

Original Filed.

# WERB & SULLIVAN

ATTORNEYS AT LAW  
A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS

300 DELAWARE AVENUE  
P.O. BOX 25046  
WILMINGTON, DELAWARE 19899

TELEPHONE: (302) 652-1100  
TELECOPIER: (302) 652-1111  
E-Mail: [bsullivan@werbsullivan.com](mailto:bsullivan@werbsullivan.com)

COURIER DELIVERY:  
300 DELAWARE AVENUE  
THIRTEENTH FLOOR  
WILMINGTON, DELAWARE 19801

Brian A. Sullivan, P.A.

March 13, 2012

## VIA FEDERAL EXPRESS

BMC Group, Inc.  
Attn: ALC Holdings, LLC Claims Processing  
18675 Lake Drive East  
Chanhassen, MN 55317

**RE: Chantelle Harris-Jabbie / American Laser Centers, LLC / ALC of Iowa, LLC/  
Proofs of Claims**

Dear Sir or Madam:

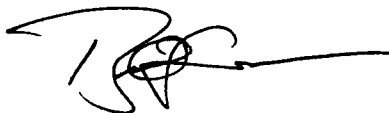
Attached please find the following 7 **Proofs of Claims** (one (1) original Proof of Claim and two (2) extra copies for each, to be clocked-in):

1. **American Laser Centers, LLC / Case No. 11-13854**
2. **American Laser Centers, LLC aka American Laser Centers / Case No. 11-13854**
3. **American Laser Centers, LLC aka American Laser Skin Care / Case No. 11-13854**
4. **ALC of Iowa, LLC / Case No. 11-13864**
5. **ALC of Iowa, LLC aka American Laser Centers of Iowa, LLC / Case No. 11-13864**
6. **ALC of Iowa, LLC aka American Laser Centers / Case No. 11-13864**
7. **ALC of Iowa, LLC aka American Laser Skin Care / Case No. 11-13864**



Kindly return the two (2) extra copies for each Proof of Claim (14 copies total) to our office in the enclosed envelope after they have been clocked-in. If you have any questions or concerns in this regard, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'BS', with a long horizontal line extending to the right.

Brian A. Sullivan

Enclosures

# FedEx Express NEW Package US Airbill

Tracking Number

8769 1990 2280

Form 10 No. 0200

FedEx Retrieval Copy

Packages up to 150 lbs. For packages over 150 lbs. use the new FedEx Express Freight US Airbill.

1 From Date 3/13/12 Sender's FedEx Account Number 833770922

Sender's Name Brian A Sullivan Phone 302.652.1100.06

Company Verb and Sullivan

Address 300 Delaware Ave Suite 1300 Only for US Shipments

City Wilmington State DE ZIP 19801

## 2 Your Internal Billing Reference

3 To Recipient's Name ALC Holdings Processing Phone 302.652.1100.03

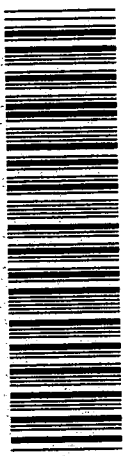
Company BMC Group, Inc.

Address 180675 Lare Drive East Department/Street/Room

City Chanhassen State MN ZIP 55317

Use this line for the HOLD location address or for continuation of your shipping address.

- HOLD Weekly
- Fedex location address
- Fedex First Overnight
- HOLD Saturday
- Fedex location address
- Fedex Priority
- Fedex 2Day
- Fedex 2Day by select locations



8769 1990 2280

RECEIVED

MAR 14 2012

BMC GROUP

## 4 Express Package Service

NOTE: Service order has changed. Please select carefully.

### Next Business Day

FedEx First Overnight

FedEx Priority Overnight

FedEx Standard Overnight

FedEx Envelope\*

FedEx Pak\*

## 6 Special Handling and Delivery Signature Options

No Signature Required

Direct Signature

Indirect Signature

Signature at Recipient's Address

Shipper's Declaration

Shipper's Declaration

Shipper's Declaration

Shipper's Declaration

Shipper's Declaration

Shipper's Declaration

Shipper's Declaration

Shipper's Declaration

Shipper's Declaration

Shipper's Declaration

Shipper's Declaration

### 2 or 3 Business Days

NEW FedEx 2Day A.M. Saturday Delivery NOT available.

FedEx 2Day

Second business afternoon - Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

FedEx Express Saver

Third business day - NOT available.

## 7 Payment Bill to

Sender  Act in Section 2

Recipient  Third Party  Credit Card  Cash/Check

Total Packages  Total Weight  lbs.

Credit Card Acct.

Obtain recip. Act. No.

Raw Data 1110 - Part #18138 - ©1994-2010 FedEx - PRINTED IN U.S.A. SMV

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