

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE	PROOF OF CLAIM
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Name of Debtor: CLA of Georgia, LLC	Case Number: 11-13860-MFW
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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):
Sheryl Fields

Name and address where notices should be sent:
110 Jeffrey B. Grimm, Esq.
1170 Howdell Mill Road, NW
Suite 305
Atlanta, Georgia 30318

RECEIVED
 APR 11 2012
 BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Creditor Telephone Number **(404) 942-2510** email: **jeffgrimm@mindspring.com**

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

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: *Negligence of debtor and employees caused injuries to Sheryl Fields. see complaint (Personal Injury)*
(See instruction #2)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:	3a. Debtor may have scheduled account as: _____ <small>(See instruction #3a)</small>	3b. Uniform Claim Identifier (optional): _____ <small>(See instruction #3b)</small>
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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:

<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
<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"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
<input type="checkbox"/> 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).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).
	<input type="checkbox"/> 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) so that it is actually received on or before 5:00 pm, prevailing Eastern Time on _____, 2012 for Non-Governmental Claimants OR on or before _____, 2012 for Governmental Units.

BY MAIL TO: BMC Group, Inc. Attn: CLA Hold LLC Claims Processing PO Box 3020 Chanhassen, MN 55317-3020	BY MESSENGER OR OVERNIGHT DELIVERY TO: BMC Group, Inc. Attn: CLA Hold LLC Claims Processing 18675 Lake Drive East Chanhassen, MN 55317
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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: Jeffrey B. Grimm
Title: Attorney for Creditor
Company: Jeffrey B. Grimm, P.C.
Address and telephone number (if different from notice address above):
(Same)
Telephone number: (Same) email: (Same)

[Signature] 4/10/12
(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.

FILED IN OFFICE
CLERK STATE COURT
GWINNETT COUNTY, GA

IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA

2011 APR 28 AM 9: 38

SHERYL FIELDS,)
)
Plaintiff,)
)
v.)
)
)
ALC OF GEORGIA, LLC, f/d/b/a)
AMERICAN LASER CENTERS, INC.,)
Now doing business as)
AMERICAN LASER SKINCARE,)
PROJECT SMOOTH MICHIGAN, LLC,)
PS-MICHIGAN, LLC,)
PS-GROSS POINTE, LLC,)
PS-TROY, LLC, and)
JANE DOE,)
)
)
Defendants.)
)

TOM LAWLER, CLERK
CIVIL ACTION FILE
NO. 110-03518-5

PLAINTIFF'S COMPLAINT FOR DAMAGES

COMES NOW Plaintiff Sheryl Fields, by and through counsel of record, and files her Complaint for damages, showing this Honorable Court as follows:

1.

Defendant ALC OF GEORGIA, LLC, formerly doing business as American Laser Centers, Inc. and now doing business as American Laser Skincare, (hereinafter referred to as "ALC") is a Georgia corporation which at all times pertinent to this Complaint provided hair removal and other services at 3875 Johns Creek Parkway, Suite B, Suwanee, Georgia 30024. Defendant ALC can be served by personally serving its registered agent, Corporation Service Company, at 40 Technology Parkway South,

Norcross, Gwinnett County, Georgia 30092. Therefore, Defendant ALC is subject to the jurisdiction of this Court, and venue in this Court is proper.

2.

Defendant PROJECT SMOOTH MICHIGAN, LLC (“Project Smooth”) is a foreign for-profit company at all times material hereto doing business as American Laser Centers. Pursuant to the Georgia Long Arm Statute, at O.C.G.A. § 9-10-90, et. seq., Defendant Project Smooth can be served by personally serving its registered agent for service of process, Kevin Piecuch, at 24555 Hallwood Court, Farmington Hills, Oakland County, Michigan 48335. Therefore, Defendant Project Smooth is subject to the jurisdiction of this Court, and venue is proper as to this Defendant.

3.

Defendant PS-MICHIGAN, LLC (“PS-Michigan”) is a foreign for-profit company at all times material hereto doing business as American Laser Centers. Pursuant to the Georgia Long Arm Statute, at O.C.G.A. § 9-10-90, et. seq., Defendant PS-Michigan can be served by personally serving its registered agent for service of process, Kevin Piecuch, at 24555 Hallwood Court, Farmington Hills, Oakland County, Michigan 48335. Therefore, Defendant PS-Michigan is subject to the jurisdiction of this Court, and venue is proper as to this Defendant.

4.

Defendant PS-GROSS POINTE, LLC (“PS-Gross Pointe”) is a foreign for-profit company at all times material hereto doing business as American Laser Centers. Pursuant to the Georgia Long Arm Statute, at O.C.G.A. § 9-10-90, et. seq., Defendant PS-Gross Pointe can be served by personally serving its registered agent for service of

process, Kevin Piecuch, at 24555 Hallwood Court, Farmington Hills, Oakland County, Michigan 48335. Therefore, Defendant PS-Gross Pointe is subject to the jurisdiction of this Court, and venue is proper as to this Defendant.

5.

Defendant PS-TROY, LLC (“PS-TROY”) is a foreign for-profit company at all times material hereto doing business as American Laser Centers. Pursuant to the Georgia Long Arm Statute, at O.C.G.A. § 9-10-90, et. seq., Defendant PS-TROY can be served by personally serving its registered agent for service of process, Kevin Piecuch, at 24555 Hallwood Court, Farmington Hills, Oakland County, Michigan 48335. Therefore, Defendant PS-TROY is subject to the jurisdiction of this Court, and venue is proper as to this Defendant.

6.

Jane Doe (employee i.d. # 846011) is an individual who resided in Georgia at all times material hereto, and who improperly and negligently operated the machine resulting in Plaintiff’s injuries. Plaintiff will amend her Complaint and substitute Jane Doe for the individual who improperly and negligently operated the machine referenced in Plaintiff’s Complaint.

7.

At all times material hereto, Defendants owned, operated, managed, and maintained the premises known as American Laser Centers, located at 3875 Johns Creek Parkway, Suite B, Suwanee, Georgia 30024. On April 29, 2009, Plaintiff Sheryl Fields went to the American Laser Center facility located at that address to have hair removed from her face and chin.

8.

On that date, the technician (“Jane Doe”) employed with Defendant ALC, while acting within the course and scope of her employment, negligently used incorrect settings and/or otherwise negligently operated the machine she used to remove the hair from Plaintiff’s face and chin.

9.

As a result of the technician negligently using incorrect settings and/or otherwise negligently operating the machine, Plaintiff suffered personal injuries, including but not limited to first and second degree burns on her face and chin.

10.

As a result of said injuries, Plaintiff has incurred reasonable and necessary medical and doctor expenses in an amount which will be proven at the time of trial and will continue to incur said expenses as future medical care is needed.

11.

The injuries suffered by Plaintiff as described herein are continuing and permanent in nature.

12.

The injuries sustained by the Plaintiff are the direct and proximate result of the negligence of the Defendants. But for said negligence, Plaintiff would not have suffered the injuries and damages discussed herein.

13.

At all times relevant hereto, the technician who negligently operated the machine on Plaintiff's face and chin acted within the scope of authority granted to her as an agent of Defendants.

14.

The technician's negligence included negligently failing to use ordinary care in the operation of the machine, negligently failing to warn Plaintiff, and any other acts of negligence that may be proven at trial.

15.

The technician was employed by Defendants on the date of the incident.

16.

The technician was acting within the course and scope of her employment with Defendants at the time of the incident.

17.

Defendants are liable to Plaintiff for its employee's actions based on Respondeat Superior.

18.

Defendants are liable to Plaintiff as a result of its negligent hiring, negligent training, negligent supervision, and negligent retention of the technician who negligently operated the machine resulting in Plaintiff's injuries.

19.

Defendants knew of, or by the exercise of due care for the safety of their invitees, including Plaintiff, should have known of the defective and hazardous condition(s)

existing in their premises and approaches and that the failure to inspect, properly maintain, correct, mark, remove or repair said condition(s) was likely to result in the precise injuries suffered by the Plaintiff.

20.

Defendants had actual knowledge of the defective and hazardous condition(s) existing in the premises and approaches through the direct knowledge of its employees and agents.

21.

Defendants had constructive knowledge of the defective and hazardous condition(s) existing on their premises due to their employees and agents negligently operating the machine resulting in Plaintiff's injuries.

22.

Defendants and their employees and agents were intimately familiar with the type of defective and hazardous condition(s) existing in their premises and approaches, and had actual and constructive knowledge of the hazard.

23.

Defendants were negligent and said negligence proximately caused Plaintiff's injuries in the following ways, to-wit:

- a) Violation of O.C.G.A. § 51-3-1 by failing to use ordinary care to keep the premises and approaches safe;
- b) In failing to properly train and supervise its employees in the use of the machine which caused Plaintiff's injuries;
- c) In failing to post warning signs or warning markings;

d) In negligently hiring, supervising and retaining, said employees.

24.

Although the Defendants knew, or in the exercise of reasonable diligence should have known, of the risks of injuries to invitees from said hazardous condition(s), it negligently failed to take reasonable precautions to guard against the dangerous condition(s) and failed to protect invitees, including Plaintiff, therefrom.

25.

Plaintiff shows that she exercised ordinary care and diligence under the circumstances then existing.

26.

That in addition to the aforementioned damages, the Plaintiff has suffered and/or will suffer the following damages:

- a) Personal injuries;
- b) Pain and suffering;
- c) Disability;
- d) Mental anguish;
- e) Loss of the capacity for the enjoyment of life;
- f) Impaired ability to labor;
- g) Incidental expenses;
- h) Loss of earning capacity;
- i) Loss of earnings;
- j) Past, present and future medical expenses;
- k) Permanent injuries; and

l) Consequential damages to be proven at trial.

27.

Upon information and belief, prior to the subject incident, other invitees were injured at Defendants' facility by the negligent use of the machine resulting in Plaintiff's injuries. Thus, Plaintiff is also entitled to an award of punitive damages, without limitation or cap, because the actions of Defendants and their agents and employees showed willful misconduct, malice, fraud, wantonness, oppression, or an entire want of care, which would raise the presumption of conscious indifference to consequences and/or a specific intent to cause harm.

28.

Plaintiff is also entitled to request attorney's fees and the expenses of litigation in that the actions on the part of the Defendants as herein above described show that the Defendants have acted in bad faith in the transactions and dealings surrounding the herein above described incident and the Defendants, and the Defendants' agents, have failed to make any attempts whatsoever to mitigate the Plaintiff's damages incurred as a direct result of Defendants' negligence, has been stubbornly litigious and have caused the Plaintiff unnecessary expense and entitle Plaintiff to the expenses of litigation and attorney's fees as defined by O.C.G.A. § 13-6-11.

29.

Each of the forgoing acts and omissions constitute an independent act of negligence on the part of the Defendants and one or more or all of said herein above stated acts were the proximate causes of the injuries and damages sustained by the Plaintiff.

WHEREFORE, the Plaintiff prays for a judgment to be awarded to her and against the Defendants for the following:

- a) For medical and doctor expenses in an amount to be proven through the evidence at the time of trial for the past, present and future;
- b) For lost wages and loss of earning capacity in an amount for the past, present and future which will be proven at the time of trial through the evidence;
- c) For pain and suffering, both for the past, present and future on behalf of Plaintiff;
- d) For attorney's fees and cost of litigation in an amount which will be proven through the evidence at the time of trial;
- f) For all special, general, compensatory, incidental, punitive, consequential and all other permissible damages and expenses associated with the Plaintiff's injuries and damages in an amount which will be proven at the time of trial;
- g) That a jury be impaneled to resolve all factual disputes; and
- h) For all further losses and recovery as deemed proper by the Court.

TRIAL BY JURY IS HEREBY DEMANDED.

This 28th day of April, 2011.

Respectfully submitted,



Jeffrey B. Grimm
Georgia Bar No. 312360
Attorney for Plaintiff

1170 Howell Mill Road, NW
Suite 305
Atlanta, Georgia 30318
(404) 842-2610
(404) 995-8899 (Facsimile)

**IN THE STATE COURT OF GWINNETT COUNTY
STATE OF GEORGIA**

SHERYL FIELDS,)	
)	
Plaintiff,)	CIVIL ACTION FILE
)	NO. 11C-03518-5
v.)	
)	
ALC OF GEORGIA, LLC, f/d/b/a)	
AMERICAN LASER CENTERS, INC.,)	
Now doing business as)	
AMERICAN LASER SKINCARE,)	
PROJECT SMOOTH MICHIGAN, LLC,)	
PS-MICHIGAN, LLC,)	
PS-GROSS POINTE, LLC,)	
PS-TROY, LLC, and)	
NOELLE HEART,)	
)	
Defendants.)	
)	

TOM LAMON, CLERK
2011 MAY -5 PM 1:27
CLERK OF SUPERIOR COURT
GWINNETT COUNTY, GA

PLAINTIFF'S FIRST AMENDMENT TO HER COMPLAINT FOR DAMAGES

COMES NOW Plaintiff Sheryl Fields, by and through counsel of record, and files her First Amendment to Her Complaint for damages, showing this Honorable Court as follows:

1.

COMES NOW the Plaintiff, Sheryl Fields, pursuant to O.C.G.A. § 9-11-10(a) and § 9-11-15, and files her First Amendment to her Complaint, by substituting Noelle Heart for Defendant Jane Doe in her original Complaint. As set forth in paragraph 7 of her Complaint, Noelle Heart was formerly identified as Jane Doe, a technician at all material times hereto employed with Defendant ALC of Georgia, LLC, and/or the other

Defendants. Jane Doe has now been determined to be Noelle Heart, who is substituted as a defendant.

Plaintiff's First Amendment to her Complaint, substituting Noelle Heart for Jane Doe, and making other minor amendments, is set forth below.

2.

Defendant ALC OF GEORGIA, LLC, formerly doing business as American Laser Centers, Inc. and now doing business as American Laser Skincare, (hereinafter referred to as "ALC") is a Georgia corporation which at all times pertinent to this Complaint provided hair removal and other services at 3875 Johns Creek Parkway, Suite B, Suwanee, Georgia 30024. Defendant ALC can be served by personally serving its registered agent, Corporation Service Company, at 40 Technology Parkway South, Norcross, Gwinnett County, Georgia 30092. Therefore, Defendant ALC is subject to the jurisdiction of this Court, and venue in this Court is proper.

3.

Defendant PROJECT SMOOTH MICHIGAN, LLC ("Project Smooth") is a foreign for-profit company at all times material hereto doing business as American Laser Centers. Pursuant to the Georgia Long Arm Statute, at O.C.G.A. § 9-10-90, et. seq., Defendant Project Smooth can be served by personally serving its registered agent for service of process, Kevin Piecuch, at 24555 Hallwood Court, Farmington Hills, Oakland County, Michigan 48335. Therefore, Defendant Project Smooth is subject to the jurisdiction of this Court, and venue is proper as to this Defendant.

4.

Defendant PS-MICHIGAN, LLC (“PS-Michigan”) is a foreign for-profit company at all times material hereto doing business as American Laser Centers. Pursuant to the Georgia Long Arm Statute, at O.C.G.A. § 9-10-90, et. seq., Defendant PS-Michigan can be served by personally serving its registered agent for service of process, Kevin Piecuch, at 24555 Hallwood Court, Farmington Hills, Oakland County, Michigan 48335. Therefore, Defendant PS-Michigan is subject to the jurisdiction of this Court, and venue is proper as to this Defendant.

5.

Defendant PS-GROSS POINTE, LLC (“PS-Gross Pointe”) is a foreign for-profit company at all times material hereto doing business as American Laser Centers. Pursuant to the Georgia Long Arm Statute, at O.C.G.A. § 9-10-90, et. seq., Defendant PS-Gross Pointe can be served by personally serving its registered agent for service of process, Kevin Piecuch, at 24555 Hallwood Court, Farmington Hills, Oakland County, Michigan 48335. Therefore, Defendant PS-Gross Pointe is subject to the jurisdiction of this Court, and venue is proper as to this Defendant.

6.

Defendant PS-TROY, LLC (“PS-TROY”) is a foreign for-profit company at all times material hereto doing business as American Laser Centers. Pursuant to the Georgia Long Arm Statute, at O.C.G.A. § 9-10-90, et. seq., Defendant PS-TROY can be served by personally serving its registered agent for service of process, Kevin Piecuch, at 24555 Hallwood Court, Farmington Hills, Oakland County, Michigan 48335. Therefore,

Defendant PS-TROY is subject to the jurisdiction of this Court, and venue is proper as to this Defendant.

7.

Defendant Noelle Heart, substituted for Jane Doe (employee i.d. # 846011) is an individual who resided in Georgia at all times material hereto, and who improperly and negligently operated the machine resulting in Plaintiff's injuries. Defendant Heart can be served with Summons and Plaintiff's First Amendment to Her Complaint for Damages at 10850 Spotted Pony Trail, Alpharetta, Fulton County, Georgia 30022. Therefore, Defendant Heart is subject to the jurisdiction of this Court and venue is proper.

8.

At all times material hereto, the American Laser Center Defendants owned, operated, managed, and maintained the premises known as American Laser Centers, located at 3875 Johns Creek Parkway, Suite B, Suwanee, Georgia 30024, and Defendant Noelle Heart was employed and acting within the course and scope of her employment with American Laser Centers.

9.

On April 29, 2009, Plaintiff Sheryl Fields went to the American Laser Center facility located at that address to have hair removed from her face and chin.

10.

On that date, Defendant Noelle Heart, employed with Defendant ALC, while acting within the course and scope of her employment, negligently used incorrect settings and/or otherwise negligently operated the machine she used to remove the hair from Plaintiff's face and chin.

11.

As a result of Defendant Heart negligently using incorrect settings and/or otherwise negligently operating the machine, Plaintiff suffered personal injuries, including but not limited to first and second degree burns on her face and chin.

12.

As a result of said injuries, Plaintiff has incurred reasonable and necessary medical and doctor expenses in an amount which will be proven at the time of trial and will continue to incur said expenses as future medical care is needed.

13.

The injuries suffered by Plaintiff as described herein are continuing and permanent in nature.

14.

The injuries sustained by the Plaintiff are the direct and proximate result of the negligence of the Defendants. But for said negligence, Plaintiff would not have suffered the injuries and damages discussed herein.

15.

At all times relevant hereto, Defendant Heart negligently operated the machine on Plaintiff's face and chin, while acting within the scope of authority granted to her as an agent of Defendants.

16.

Defendant Heart's negligence included negligently failing to use ordinary care in the operation of the machine, negligently failing to warn Plaintiff, and any other acts of negligence that may be proven at trial.

17.

Defendant Heart was employed by Defendants on the date of the incident.

18.

Defendant Heart was acting within the course and scope of her employment with Defendants at the time of the incident.

19.

Defendants are liable to Plaintiff for their employee's actions based on Respondeat Superior.

20.

Defendants are liable to Plaintiff as a result of its negligent hiring, negligent training, negligent supervision, and negligent retention of Defendant Heart, who negligently operated the machine resulting in Plaintiff's injuries.

21.

Defendants knew of, or by the exercise of due care for the safety of their invitees, including Plaintiff, should have known of the defective and hazardous condition(s) existing in their premises and approaches and that the failure to inspect, properly maintain, correct, mark, remove or repair said condition(s) was likely to result in the precise injuries suffered by the Plaintiff.

22.

Defendants had actual knowledge of the defective and hazardous condition(s) existing in the premises and approaches through the direct knowledge of its employees and agents.

23.

Defendants had constructive knowledge of the defective and hazardous condition(s) existing on their premises due to their employees and agents negligently operating the machine resulting in Plaintiff's injuries.

24.

Defendants and their employees and agents were intimately familiar with the type of defective and hazardous condition(s) existing in their premises and approaches, and had actual and constructive knowledge of the hazard.

25.

Defendants were negligent and said negligence proximately caused Plaintiff's injuries in the following ways, to-wit:

- a) Violation of O.C.G.A. § 51-3-1 by failing to use ordinary care to keep the premises and approaches safe;
- b) In failing to properly train and supervise their employees in the use of the machine which caused Plaintiff's injuries;
- c) In failing to post warning signs or warning markings;
- d) In negligently hiring, supervising and retaining, said employees.

26.

Although the Defendants knew, or in the exercise of reasonable diligence should have known, of the risks of injuries to invitees from said hazardous condition(s), it negligently failed to take reasonable precautions to guard against the dangerous condition(s) and failed to protect invitees, including Plaintiff, therefrom.

27.

Plaintiff shows that she exercised ordinary care and diligence under the circumstances then existing.

28.

That in addition to the aforementioned damages, the Plaintiff has suffered and/or will suffer the following damages:

- a) Personal injuries;
- b) Pain and suffering;
- c) Disability;
- d) Mental anguish;
- e) Loss of the capacity for the enjoyment of life;
- f) Impaired ability to labor;
- g) Incidental expenses;
- h) Loss of earning capacity;
- i) Loss of earnings;
- j) Past, present and future medical expenses;
- k) Permanent injuries; and
- l) Consequential damages to be proven at trial.

29.

Upon information and belief, prior to the subject incident, other invitees were injured at Defendants' facility by the negligent use of the machine resulting in Plaintiff's injuries. Thus, Plaintiff is also entitled to an award of punitive damages, without

limitation or cap, because the actions of Defendants and their agents and employees showed willful misconduct, malice, fraud, wantonness, oppression, or an entire want of care, which would raise the presumption of conscious indifference to consequences and/or a specific intent to cause harm.

30.

Plaintiff is also entitled to request attorney's fees and the expenses of litigation in that the actions on the part of the Defendants as herein above described show that the Defendants have acted in bad faith in the transactions and dealings surrounding the herein above described incident and the Defendants, and the Defendants' agents, have failed to make any attempts whatsoever to mitigate the Plaintiff's damages incurred as a direct result of Defendants' negligence, has been stubbornly litigious and have caused the Plaintiff unnecessary expense and entitle Plaintiff to the expenses of litigation and attorney's fees as defined by O.C.G.A. § 13-6-11.

31.

Each of the forgoing acts and omissions constitute an independent act of negligence on the part of the Defendants and one or more or all of said herein above stated acts were the proximate causes of the injuries and damages sustained by the Plaintiff.

WHEREFORE, the Plaintiff prays for a judgment to be awarded to her and against the Defendants for the following:

- a) For medical and doctor expenses in an amount to be proven through the evidence at the time of trial for the past, present and future;

- b) For lost wages and loss of earning capacity in an amount for the past, present and future which will be proven at the time of trial through the evidence;
- c) For pain and suffering, both for the past, present and future on behalf of Plaintiff;
- d) For attorney's fees and cost of litigation in an amount which will be proven through the evidence at the time of trial;
- f) For all special, general, compensatory, incidental, punitive, consequential and all other permissible damages and expenses associated with the Plaintiff's injuries and damages in an amount which will be proven at the time of trial;
- g) That a jury be impaneled to resolve all factual disputes; and
- h) For all further losses and recovery as deemed proper by the Court.

TRIAL BY JURY IS HEREBY DEMANDED.

This 5th day of May, 2011.

Respectfully submitted,



Jeffrey B. Grimm
Georgia Bar No. 312360
Attorney for Plaintiff


1170 Howell Mill Road, NW
Suite 305
Atlanta, Georgia 30318
(404) 842-2610
(404) 995-8899 (Facsimile)

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel for Defendants in the foregoing matter with a copy of *Plaintiff's First Amendment to Her Complaint for Damages* with adequate postage affixed thereon, and addressed as follows:

Amanda L. Matthews, Esq.
Nall & Miller, LLP
235 Peachtree Street, NE
Suite 1500-North Tower
Atlanta, Georgia 30303-1401

This 5th day of May, 2011.



Jeffrey B. Grimm
Georgia Bar No. 312360
Attorney for Plaintiff

1170 Howell Mill Road, NW
Suite 305
Atlanta, Georgia 30318
(404) 842-2610
(404) 995-8899 (Facsimile)

LAW OFFICES

OF

JEFFREY B. GRIMM, P.C.

WHITE PROVISION, SUITE 305
1170 HOWELL MILL ROAD, NW
ATLANTA, GEORGIA 30318

TELEPHONE
404-842-2610

FACSIMILE
404-995-8899

EMAIL
jeffgrimm@mindspring.com

April 10, 2012

VIA PRIORITY OVERNIGHT

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

Re: My Client/Creditor: Sheryl Fields
Debtor: CLA of Georgia, LLC
Case No.: 11-13860-MFW

To Whom it May Concern:

Enclosed for filing are an original and one copy each of a Proof of Claim in the above-referenced case.

Please file the enclosed documents, and return a file-stamped copy to me in the envelope provided for your convenience.

Please call if you have any questions. Thank you in advance for your consideration.

Respectfully submitted,



Jeffrey B. Grimm

Enclosures

From: (404) 995-8808
JEFFREY GRIMM
FRIED & BONDER, LLC
WHITE'S PROVISION, SUITE 305
1170 Howell Mill Road, NW
ATLANTA, GA 30318

Origin ID: QFEA



J12101112190225

Ship Date: 10APR12
ActWgt: 1.0 LB
CAD: 3819556/NET3250

Delivery Address Bar Code



SHIP TO: (404) 995-8808 *BMC Group* BILL SENDER
Attn: CLA Hold LLC Claims Processin

18675 LAKE DR E

CHANHASSEN, MN 55317

Ref # GRIMM
Invoice #
PO #
Dept #

RECEIVED

APR 11 2012

BMC GROUP

WED - 11 APR A1
PRIORITY OVERNIGHT

TRK# 7934 3585 0318
0201

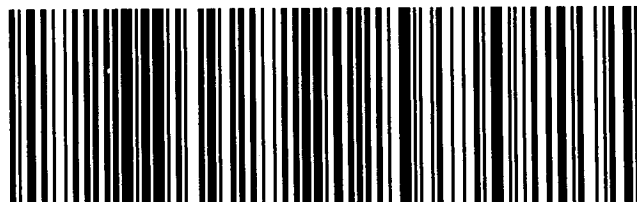
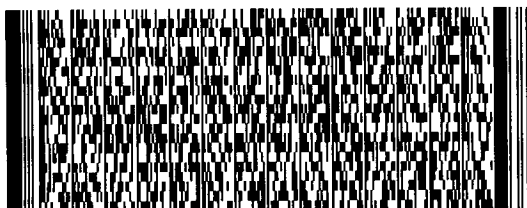
RES

55317

MN-US

MSP

XH FBLA



512G1/C44D/A278

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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