

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: ALC HOLDINGS, LLC, et al.		Case Number: 11-13853 (MFW)	7017 MAR 27 PM 11:30 CLERK U.S. BANKRUPTCY COURT DISTRICT OF DELAWARE
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): ROSALIN MOODIE			
Name and address where notices should be sent: AMEDURI, GALANTE & FRISCIA 471 Bement Avenue Staten Island, NY 10310		Telephone number: (718) 442-9000 email: ala@sipersonalinjury.com	COURT USE ONLY
Name and address where payment should be sent (if different from above):		RECEIVED APR 13 2012 BMC GROUP	☐ Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
1. Amount of Claim as of Date Case Filed: \$ <u>1,000,000.00</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.			
☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>Personal injury action</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 3 0 7 2	3a. Debtor may have scheduled account as: <u>N/A</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other Describe: _____		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % ☐ Fixed or ☐ Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	☐ 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).	☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
☐ 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).	☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)().	
		Amount entitled to priority: \$ _____	
*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)			

ALC Holdings

 00215

BMC

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

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

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

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

Title: Creditor

Company: _____

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

35 Morningstar Road, Apt. #2

Staten Island, NY 10303

Rosalin Moodie 3/21/12
(Signature) (Date)

Telephone number: (718) 815-3276 email: cmood7@aol.com

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

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.

INFORMATION

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

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

10/19/2011 THU 18:20 FAX

002/003

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND_____
ROSALIN MOODIE and CHRISTIAN MOODIE,

Plaintiff(s),

-against-

STIPULATION

Index No.: 100054/10

AMERICAN LASER CENTERS, INC. and PAULA
"DOE," last name being fictitious, true name presently
unknown,Defendant(s).
_____X

IT IS HEREBY STIPULATED AND AGREED, by and between the attorneys for the
respective parties herein that the derivative cause of action as to plaintiff, CHRISTIAN
MOODIE, be, and the same hereby is withdrawn.

IT IS FURTHER HEREBY STIPULATED AND AGREED, by and between the
attorneys for the respective parties herein that the caption be amended to reflect same herein as
follows:

ROSALIN MOODIE,

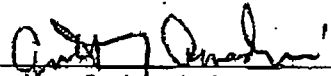
Plaintiff(s),

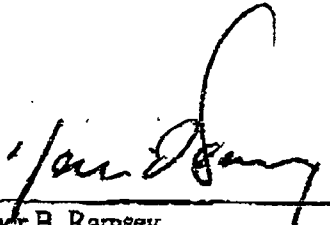
-against-

AMERICAN LASER CENTERS, INC. and PAULA
"DOE," last name being fictitious, true name presently
unknown,Defendant(s).
_____X

This Stipulation may be filed with the Clerk of the Court without further notice.

Dated: Staten Island, New York
October 13, 2011


Anthony L. Ameduri
AMEDURI, GALANTE & FRISCIA
Attorneys for Plaintiff(s)
471 Bement Avenue
Staten Island, New York 10310
(718) 442-9000


Homer B. Ramsey
HERZFELD & RUBIN, P.C.
Attorneys for Defendant(s)
40 Wall Street
New York, New York 10005
(212) 471-8500

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

-----X
ROSALIN MOODIE and CHRISTIAN MOODIE,

Plaintiff(s),

**VERIFIED BILL OF
PARTICULARS**

Index No.: 100054/10

-against-

AMERICAN LASER CENTERS, INC. and PAULA
"DOE," last name being fictitious, true name presently
unknown,

Defendant(s).

-----X
Plaintiffs, by their attorneys, AMEDURI, GALANTE & FRISCIA, responding to the demands
of defendant, ALC OF NEW YORK LLC, s/h/a AMERICAN LASER CENTERS, INC., ("ALC") by
their attorneys, HERZFELD & RUBIN, P.C., as and for a Verified Bill of Particulars, allege, upon
information and belief, as follows:

1. Present residence address and address on the date of the occurrence: 35 Morningstar
Road, Staten Island, New York, 10303.
2. Rosalin Moodie's Date of Birth: 4/10/64. Christian Moodie's Date of Birth: 5/17/72.
Plaintiff does not have a social security number; plaintiff is currently a resident with visa status.
3. Date and approximate time of the occurrence: September 19, 2008, at approximately
5:30 p.m. of that day.
4. The plaintiff, ROSALIN MOODIE, was lawfully a patron at the ALC facility, located
at 1055 Hylan Boulevard, Staten Island, New York, and more particularly in the treatment rooms of
the aforesaid location, wherein she was receiving laser treatments for acne scarring and indentations
from prior acne condition. On September 19, 2008, the defendants, their agents, servants and/or

employees, were careless and negligent in failing to provide for and/or ensure the safety, protection and well-being of the plaintiff, causing the plaintiff to sustain serious personal injuries, including second degree laser burns, by the use and/or misuse of the laser equipment.

5. The incident herein occurred at the ALC, a/k/a AMERICAN LASER CENTERS, located at 1055 Hylan Boulevard, Staten Island, New York, 10305, and more particularly in the treatment rooms of the aforesaid location.

6. As a result of the negligence, recklessness and carelessness of the defendants herein, their agents, servants and/or employees, the plaintiff, ROSALIN MOODIE, has sustained the following injuries:

- a. Second-degree burns to bilateral cheeks of face, forehead and neck;
- b. Permanent scarring to bilateral cheeks of face, forehead and neck;
- c. Ulcerated tissue and blistering to bilateral cheeks of face, forehead and neck;
- d. Discoloration to bilateral cheeks of face, forehead and neck;
- e. Dark, brown patches on bilateral cheeks of face, forehead and neck;
- f. Inflammatory hyperpigmentation secondary to laser treatment for acne scarring;
- g. Large, 3x5 cm. hyperpigmented patch, left cheek;
- h. Large, 4x5 cm. hyperpigmented patch, right cheek;
- i. Dime-sized dark patch, right temple;
- j. Swelling and inflammation;
- k. Pain, soreness, skin irritation and discomfort;
- l. Exacerbation and continuation of acne scarring condition, for which treatment was intended to alleviate;
- m. Injury to and involvement of surrounding nerves, blood vessels and connective

tissue in and around the above set-forth areas;

- n. Embarrassment and inability to recreate, socialize and attend to daily avocation as prior to the accident;
- o. Possibility of the need for further treatment, such as microdermabrasion or light chemical peels, to treat the injuries caused by defendants and further to treat the condition for which laser treatment was intended to alleviate.

Upon information and belief, all injuries and their effects are permanent in nature.

7. Plaintiff was not treated or confined to a hospital, medical facility or rehabilitation facility following the occurrence.

8. Plaintiff was not confined to bed; however, plaintiff was confined to home for approximately one week following the occurrence.

9. Special damages (dollar amounts) are as follows:

- a. Physicians' services: \$670.00, at this time.
- b. Hospital expenses: None.
- c. Medical supplies, prescription drugs and prosthetics: Unknown at this time.
- d. X-rays and CT scans: None.
- e. Nurses' services: None.
- f. Domestic service: None.
- g. Any other special damages claimed: Unknown at this time.

10. Plaintiff was not a student at the time of the occurrence or at the present time.

11. Plaintiff was not employed at the time of the occurrence or at the present time.

12. Duties and responsibilities: Not applicable.

13. Lost earnings, wages, financial loss: Plaintiff was not employed at the time of the

occurrence or at the present time.

14. Plaintiff's employer: Not applicable.

15. No claim is being made pursuant to the Workers' Compensation Law.

16. No disability claim is being made pursuant to social security laws or disability insurance.

17. The plaintiff, ROSALIN MOODIE, was lawfully a patron at the ALC facility, wherein she was receiving laser treatment which caused her to sustain permanent injuries, including burns causing The said incident and the injuries resulting therefrom were caused through and by reason of the negligence and carelessness of "ALC," their agents, servants and/or employees, departments, agencies and those acting under their directions, behest and control, in the ownership, operation, management, maintenance and control of the aforementioned facility, ALC, located at 1055 Hylan Boulevard, Staten Island, New York, and more particularly in the treatment rooms of the aforesaid location; in carelessly, negligently and knowingly, causing and permitting the devices used to perform the laser treatment on the patrons to be hazardous, dangerous and unsafe for use, in providing inappropriate and improper laser treatment devices; more specifically, treating acne scarring and indentations on the face and neck with the laser causing severe burns, which in the exercise of reasonable care and caution, could and should have been avoided, knowing that the laser treatment devices used in the procedure would cause injury to those lawfully being serviced, including this plaintiff; failed to properly administer laser treatment; failed to adequately monitor treatments; failed to apply treatment properly; in providing inappropriate, hazardous and dangerous care, which in the exercise of reasonable care and caution, could and should have been avoided, knowing that the laser treatment device would cause injury to those lawfully being serviced, including this plaintiff herein; in carelessly and negligently operating, maintaining, managing and

controlling the laser treatment of acne scarring, causing further injury to clients, including plaintiff herein; in failing and omitting to warn or give notice to the plaintiff of the dangers and hazards existing thereat; in that the defendant warranted said product and services to be fit for the purpose for which they were intended; in that the defendant failed to provide trained personnel to properly administer said laser equipment/appliance/instrument in accordance with its intended use; it will be claimed that while the plaintiff was receiving laser treatment at "ALC," she was caused to and was burned by the laser treatment devices and by reason of the negligence and carelessness of the defendants, their agents, servants and/or employees, including their laser treatment technicians, was caused to sustain serious personal injuries.

18. The basis for the assertion that defendant improperly trained PAULA "DOE" on how to administer laser treatments is the fact that the laser treatment administered on September 19, 2008, caused second-degree burns to plaintiff's cheeks bilaterally, forehead and neck and other injuries noted hereinabove.

19. The basis for the assertion that defendant improperly managed PAULA "DOE" is the fact that if the agents, servants and/or employees of defendant ALC, including defendant laser treatment technician PAULA "DOE," had been managed properly, plaintiff would not have been injured.

20. The basis for the assertion that PAULA "DOE" negligently administered laser treatment to plaintiff is the fact that plaintiff was caused to sustain second-degree burns to plaintiff's cheeks bilaterally, forehead and neck and other injuries noted hereinabove.

21. Plaintiff claims that the laser device, equipment, appliance and/or instrument operated by defendants, the agents, servants and/or employees of the defendant, including defendant laser treatment technician PAULA "DOE" contributed to or caused the occurrence.

22. The services plaintiff received on the date of occurrence was laser skin treatment, and upon information and belief, the equipment used was an Amerilight (OLD).

23. It is claimed defendant had actual notice of any allegedly defective or dangerous condition with respect to the laser machine and/or laser treatment, in that, *inter alia*, the defendant created the condition.

24. When, by whom, to whom, the manner in which defendant had actual notice and the substance of such notice is within the exclusive possession of the answering defendant herein and shall be adduced at the examinations before trial of this matter.

25. It is claimed defendant had constructive notice of any allegedly defective or dangerous condition with respect to the laser machine and/or laser treatment, in that, *inter alia*, it existed for a sufficient period of time, so that the answering defendant necessarily was or should have been aware of the condition.

26. The names of each person allegedly receiving such notice and the period of time that the alleged condition existed prior to the accident complained of is within the exclusive possession of the answering defendant herein and shall be adduced at the examinations before trial of this matter.

27. It is claimed that the defendants caused or created an allegedly defective or dangerous condition with respect to the laser machine and/or laser treatment.

28. The name of the person who caused or created the condition was defendant, PAULA "DOE," last name being fictitious, true name presently unknown, with employee ID number 881016, believed to be Paula Dimino, laser technician, and agent, servant and/or employee of the answering defendant, ALC, at the time of the occurrence herein.

29. Judicial notice will be requested at the time of trial of all statutes, rules, regulations

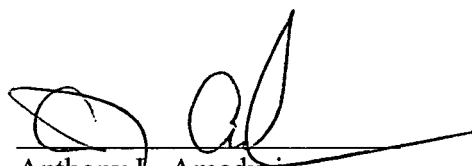
and ordinances it is claimed that this defendants violated herein.

30. Plaintiff, CHRISTIAN MOODIE, has been deprived of her aid, services, society, companionship and consortium, and will be deprived of such for an undetermined time to come and has been compelled to pay diverse sums of money for medical attention in an effort to care for his wife, all to his detriment.

PLEASE TAKE NOTICE, that plaintiffs reserve the right to amend and/or supplement their Verified Bill of Particulars.

Dated: Staten Island, NY
April 28, 2010

Yours, etc.,



Anthony L. Ameduri
AMEDURI, GALANTE & FRISCIA
Attorneys for Plaintiffs
471 Bement Avenue
Staten Island, NY 10310
Tel.: (718) 442-9000
Our File No. 3072

TO: HERZFELD & RUBIN, P.C.
Attorneys for Defendant
ALC OF NEW YORK LLC, s/h/a AMERICAN LASER CENTERS, INC.
125 Broad Street
New York, NY 10004
Tel.: (212) 471-8500

INDIVIDUAL VERIFICATION

STATE OF NEW YORK)
 ss.:
COUNTY OF RICHMOND)

Rosalin Moodie being duly sworn, deposes and says that deponent is the plaintiff in the within action; that he/she has read the foregoing Bill of Particulars and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true.

Rosalin Moodie
Rosalin Moodie

Sworn to before me this
28th day of April, 2010.

Rosalie J. Massaro
Notary Public

Rosalie J. Massaro
Notary Public, State of New York
No. 01MA4793516
Qualified in Richmond County
Commission Expires August 31, 2013

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)

ss.:

COUNTY OF RICHMOND)

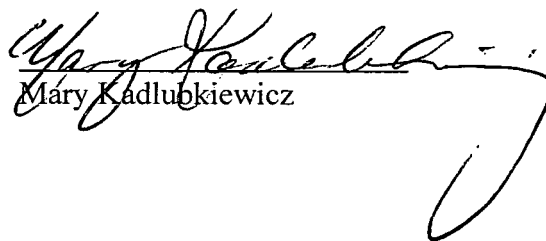
Mary Kadlubkiewicz, being duly sworn deposes and says:

That deponent is not a party to this action, is over the age of eighteen (18) and resides in Staten Island, New York.

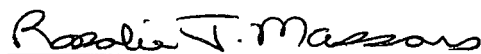
That on the 3rd day of May, 2010, deponent served the within **Verified Bill of Particulars** upon:

HERZFELD & RUBIN
Attorneys for Defendant, ALC OF NEW YORK LLC, s/h/a AMERICAN LASER
CENTERS, INC.
125 Broad Street
New York, New York 10004

the attorneys for defendant herein at the address listed above, the address designated by him as attorneys for the defendant, by depositing same in a postpaid properly addressed wrapper in an official depository under the exclusive care and custody of the United States Post Office Department within the State of New York.


Mary Kadlubkiewicz

Sworn to before me this
3rd day of May, 2010


Notary Public

Rosalie J. Massaro
Notary Public, State of New York
No. 01MA4793516
Qualified in Richmond County
Commission Expires August 31, 2013

Index No. 100054/10

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

ROSALIN MOODIE and CHRISTIAN MOODIE,

Plaintiff(s),

-against-

AMERICAN LASER CENTERS, INC. and PAULA "DOE," last name being fictitious, true
name presently unknown,

Defendant(s).

VERIFIED BILL OF PARTICULARS

AMEDURI, GALANTE & FRISCIA

Attorneys for Plaintiffs

471 Bement Avenue

Staten Island, NY 103010

Tel.: (718) 442-9000

TO: HERZFELD & RUBIN, P.C.

Attorneys for Defendant

ALC OF NEW YORK, LLC, s/h/a AMERICAN LASER CENTERS, INC.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

Index No.: 1000 54/10
Date Purchased:

-----X
ROSALIN MOODIE and CHRISTIAN MOODIE,

SUMMONS

Plaintiffs,

Plaintiff designates Richmond
County as the place of trial.

-against-

The basis of venue is:
Plaintiff's Residence

AMERICAN LASER CENTERS, INC. and PAULA "DOE,"
last name being fictitious, true name presently unknown,

Plaintiff resides at:
35 Morningstar Road
Staten Island, NY 10303
County of Richmond

Defendants.
-----X

To the above named Defendants:

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: Staten Island, New York
December 28, 2009



Anthony L. Ameduri
AMEDURI, GALANTE & FRISCIA
Attorneys for Plaintiffs
ROSALIN MOODIE and CHRISTIAN MOODIE
471 Bement Avenue
Staten Island, New York 10310
(718) 442-9000
Our File No. 3072

TO: AMERICAN LASER CENTERS, INC.
1055 Hylan Boulevard, Suite #3
Staten Island, NY 10305

PAULA "DOE," last name being fictitious, true name presently unknown
c/o AMERICAN LASER CENTERS, INC.
1055 Hylan Boulevard, Suite #3
Staten Island, NY 10305

RECEIVED COURT CLERK
JAN - 8 - 2010
RICHMOND COUNTY CLERK

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

-----X
ROSALIN MOODIE and CHRISTIAN MOODIE,

Plaintiff,

-against-

AMERICAN LASER CENTERS, INC. and PAULA "DOE," last
name being fictitious, true name presently unknown,

Defendants.
-----X

Index No.:
Date Purchased:

**VERIFIED
COMPLAINT**

Plaintiff, by her attorneys, **AMEDURI, GALANTE & FRISCIA**, complaining of the
Defendants, respectfully alleges, upon information and belief:

1. That at all times herein mentioned, the Plaintiff was, and still is a resident of the County of Richmond, State of New York.
2. That at all times herein mentioned, the Defendant **AMERICAN LASER CENTERS, INC.**, hereinafter referred to as "**AMERICAN**," was and still is a domestic corporation, duly organized and existing under and by virtue of the laws of the State of New York.
3. That at all times herein mentioned, the Defendant **AMERICAN** was and still is a limited liability company, duly organized and existing under and by virtue of the laws of the State of New York.
4. That at all times herein mentioned, the Defendant **AMERICAN** was and still is a foreign corporation, duly authorized to do business in the State of New York.
5. That at all times herein mentioned, Defendant **AMERICAN** maintained a principal place of business in the County of Richmond, State of New York.

6. That at all times herein mentioned, Defendant **AMERICAN** was and is authorized to conduct its business in the State of New York.

7. That at all times herein mentioned, the Defendant **PAULA "DOE," last name being fictitious, true name presently unknown**, hereinafter referred to as "**PAULA DOE**," was and still is a resident of the County of Richmond, City and State of New York.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT
AMERICAN LASER CENTERS, INC.

8. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "7" inclusive, as if hereinafter set forth at length.

9. That at all times herein mentioned, the Defendant **AMERICAN** owned the premises located at 1055 Hylan Boulevard, Staten Island, New York (hereinafter referred to as the "premises").

10. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** managed the aforesaid premises.

11. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** controlled the aforesaid premises.

12. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** maintained the aforesaid premises.

13. That at all times herein mentioned, the Defendant **AMERICAN** owned the appurtenances, fixtures, and laser machines (hereinafter referred to as "laser machines") located at 1055 Hylan Boulevard, Staten Island, New York.

14. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** managed the aforesaid laser machines.

15. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** controlled the aforesaid laser machines.

16. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** maintained the aforesaid laser machines.

17. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN**, employed Defendant **"PAULA DOE"** as a laser technician.

18. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** improperly trained Defendant **"PAULA DOE"** on how to administer laser treatments.

19. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** improperly managed Defendant **"PAULA DOE."**

20. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** controlled Defendant **"PAULA DOE."**

21. That at all times herein mentioned, and upon information and belief, the Defendant **AMERICAN** supervised Defendant **"PAULA DOE."**

22. That at all times herein mentioned the Defendant **AMERICAN** was in the business of selling, providing and distributing laser hair removal, personal grooming, beauty and healthcare services, utilizing laser machines for the purpose of sale and use to the general public.

23. That at times herein mentioned, Plaintiff **ROSALIN MOODIE** was a patron lawfully on the premises at the time of the within occurrence.

24. That on September 19, 2008, Plaintiff **ROSALIN MOODIE** allowed the aforesaid product and services to be administered on her person by Defendant **AMERICAN**.

25. That the Defendant **AMERICAN** warranted said product and services as being fit for the purpose for which they were intended.

26. That the Defendant **AMERICAN** warranted that said product and services were safe to be administered and used in every respect, and had been maintained appropriately and warranted that they were good, safe and proper to use.

27. That the Defendant **AMERICAN** impliedly warranted that the said product and services were of merchantable quality and were safe for use.

28. That relying upon said warranties, Plaintiff proceeded to allow the said product and services to be administered on her person in accordance with their intended use.

29. That on September 19, 2008, while Defendant "**PAULA DOE**" was administering laser treatment, Plaintiff **ROSALIN MOODIE** was caused to suffer and sustain severe bodily injuries.

30. That the aforesaid accident was caused solely and wholly by reason that Defendant **AMERICAN**, its agents, servants and/or employees breached its warranties of merchantability and fitness for intended use of said products and services which warranties were both express and implied.

31. The above-mentioned occurrence, and the results thereof, were caused by the joint, several and concurrent negligence of the Defendants and/or said Defendants' agents, servants, employees and/or licensees in the ownership, operation, management, supervision, maintenance and control of the aforesaid premises.

32. That no negligence on the part of the Plaintiff contributed to the occurrence alleged herein in any manner whatsoever.

33. That by reason of the foregoing, Plaintiff **ROSALIN MOODIE** was caused to sustain

serious injuries and to have suffered pain, shock and mental anguish; that these injuries and their effects will be permanent; and as a result of said injuries, Plaintiff has been caused to incur, and will continue to incur, expenses for medical care and attention; and, as a further result, Plaintiff was, and will continue to be, rendered unable to perform Plaintiff's normal activities and duties and has sustained a resultant loss therefrom.

34. That this action falls within one or more exception set forth in Section 1602 of the CPLR.

35. That as a result of the foregoing, Plaintiff was damaged in the sum exceeding the jurisdictional limits of all lower Courts.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT "PAULA DOE,"
name being fictitious, true name presently unknown

36. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "35" inclusive, as if hereinafter set forth at length.

37. That at all times herein mentioned, the Defendant "PAULA DOE" was employed by Defendant AMERICAN.

38. That at all times herein mentioned, the Defendant "PAULA DOE" was employed by Defendant AMERICAN as a laser technician.

39. That at all times herein mentioned, and upon information and belief, the Defendant "PAULA DOE" administered laser treatments to patrons and clients at the aforesaid premises.

40. That at all times herein mentioned, and upon information and belief, the Defendant "PAULA DOE" negligently administered laser treatment to Plaintiff ROSALIN MOODIE at the aforesaid premises.

41. That at times herein mentioned, Plaintiff **ROSALIN MOODIE** was a patron lawfully on the premises at the time of the within occurrence.

42. That on September 19, 2008, Plaintiff **ROSALIN MOODIE** allowed the aforesaid product and services to be administered on her person by Defendant "**PAULA DOE.**"

43. That the Defendant "**PAULA DOE**" warranted that said product and services were safe to be administered and used in every respect, and had been maintained appropriately and warranted that they were good, safe and proper to use.

44. That the Defendant "**PAULA DOE**" impliedly warranted that the said product and services were of merchantable quality and were safe for use.

45. That relying upon said warranties, Plaintiff proceeded to allow the said product and services to be administered on her person in accordance with their intended use.

46. That on September 19, 2008, while Defendant "**PAULA DOE**" was administering laser treatment, Plaintiff **ROSALIN MOODIE** was caused to suffer and sustain severe bodily injuries.

47. That the aforesaid accident was caused solely and wholly by reason that Defendant "**PAULA DOE**" breached her warranties of merchantability and fitness for intended use of the said product which warranties were both express and implied.

48. The above mentioned occurrence, and the results thereof, were caused by the joint, several and concurrent negligence of the Defendants and/or said Defendants' agents, servants, employees and/or licensees in the ownership, operation, management, supervision, maintenance and control of the aforesaid premises.

49. That no negligence on the part of the Plaintiff contributed to the occurrence alleged

herein in any manner whatsoever.

50. That by reason of the foregoing, Plaintiff **ROSALIN MOODIE** was caused to sustain serious injuries and to have suffered pain, shock and mental anguish; that these injuries and their effects will be permanent; and as a result of said injuries Plaintiff has been caused to incur, and will continue to incur, expenses for medical care and attention; and, as a further result, Plaintiff was, and will continue to be, rendered unable to perform Plaintiff's normal activities and duties and has sustained a resultant loss therefrom.

51. That this action falls within one or more exception set forth in Section 1602 of the CPLR.

52. That as a result of the foregoing, Plaintiff was damaged in the sum exceeding the jurisdictional limits of all lower Courts

**AS AND FOR A THIRD CAUSE OF ACTION ON BEHALF OF PLAINTIFF,
CHRISTIAN MOODIE, AS AGAINST DEFENDANTS**

53. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "52" inclusive, as if hereinafter set forth at length.

54. That at all times hereinafter, Plaintiff **CHRISTIAN MOODIE** was and still is the lawful husband of Plaintiff **ROSALIN MOODIE**, and as such he is entitled to her aid, services, society, companionship and consortium.

55. That as a result of the negligence, carelessness and recklessness on the part of the Defendants, thereby causing severe personal injuries to the Plaintiff **ROSALIN MOODIE**, the Plaintiff **CHRISTIAN MOODIE** has been deprived of her aid, services, society, companionship and consortium, and will be deprived of such for an undetermined time to come and has been

compelled to pay diverse sums of money for medical attention in an effort to care for his wife, all to his detriment.

56. That the accident was caused altogether through the negligence, carelessness and recklessness of the Defendants without any negligence on the part of the Plaintiffs contributing thereto.

57. By reason of the foregoing, Plaintiff **CHRISTIAN MOODIE** has been damaged in substantial sum of money to be determined by a Court and jury, in excess of the jurisdictional limits of all lower courts which might otherwise have jurisdiction over this action.

WHEREFORE, Plaintiffs demand judgment on the First, Second and Third Causes of Action in an amount exceeding the jurisdictional limits of all lower courts, together with the costs and disbursements of this action.

Dated: Staten Island, New York
December 28, 2009

Yours, etc.,

AMEDURI, GALANTE & FRISCIA


By: Anthony L. Ameduri
Attorneys for Plaintiffs
ROSALIN MOODIE and CHRISTIAN MOODIE
471 Bement Avenue
Staten Island, New York 10310
(718) 442-9000
Our File No. 3072

INDIVIDUAL VERIFICATION

STATE OF NEW YORK)
 ss.:
COUNTY OF RICHMOND)

Rosalin Moodie being duly sworn, deposes and says that deponent is the plaintiff in the within action; that he/she has read the foregoing Complaint and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true.

Rosalin Moodie
Rosalin Moodie

Sworn to before me this
30th day of December, 2009

Mary Ann Posse
Notary Public

MARY ANN POSSE
NOTARY PUBLIC STATE OF NEW YORK
No. 01PO6063152
QUALIFIED IN RICHMOND COUNTY
TERM EXPIRES AUG. 27, 2012

Index No.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

ROSALIN MOODIE and CHRISTIAN MOODIE,

Plaintiffs,

-against-

AMERICAN LASER CENTERS, INC. and PAULA "DOE," last name being fictitious, true
name presently unknown,

Defendants.

SUMMONS AND VERIFIED COMPLAINT

AMEDURI, GALANTE & FRISCIA

Attorneys for Plaintiffs

471 Bement Avenue

Staten Island, New York 10310

(718) 442-9000

FedEx
TRK# 5113 0600 4150
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STANDARD OVERNIGHT

XH FBLA

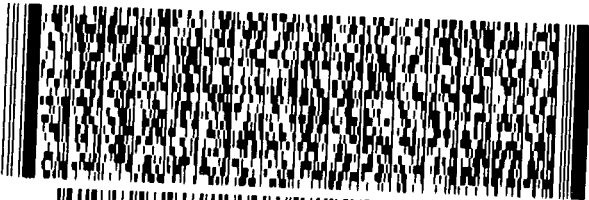
55317
MN-US
MSP



Emp# 238090 12APR12 ILGA 512C1/C44D/A278

55317

RETURNS MON-FRI
STANDARD OVERNIGHT



REF: COACH CLAIMS

CHANHASSEN MN 55317

BMC GROUP
18675 EAST LAKE DRIVE

APR 13 2012
BMC GROUP

Company: BMC GROUP Date: 07Mar12
Name: Add: 18675 East Lake State : MN
City: CHANHASSEN Zip: 55317
Sts: STANDARD OVERNIGHT Master 5113 0600 4150
TRCK: 5113 0600 4150
ORIGIN ID: LGBA (302) 252-2900
CEREE KUESSEL
CLERK, UNITED STATES BANKRUPTCY CRT
824 NORTH MARKET STREET
3RD FLOOR
WILMINGTON, DE 19801
UNITED STATES US

SHIP DATE: 07Mar12
ACTWGT: 1.0 LB MAN
CAD: 462272/CAFE251L

BILL SENDER

Referen: Coach Claims

50M1/41M5/11M7