

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor:
ALC Holdings, LLC

Case Number:
11-13853-MFW

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):
Zausmer, Kaufman, August, Caldwell & Tayler, P.C.

Name and address where notices should be sent:
Gary K. August
Zausmer, Kaufman, August, Caldwell & Tayler, P.C.
31700 Middlebelt Road, Suite 150
Farmington Hills MI 48334

RECEIVED
'MAY 14 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 248 851-4111 email: gaugust@zkact.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 \$ 33,583.41

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) Legal Services

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).

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).

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).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

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) 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

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. I am a guarantor, surety, indorser, or other codebtor.
(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: Gary K. August

Title: Shareholder

Company: Zausmer, Kaufman, August, Caldwell & Taylor, P.C.

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

(Signature)

(Date)

Telephone number:

email:

Zausmer, Kaufman, August, Caldwell & Tayler, P.C.

ATTORNEYS & COUNSELORS

Mark J. Zausmer
Richard C. Kaufman
Gary K. August
Michael L. Caldwell
Marcy A. Tayler
Michael C. Lewis

31700 Middlebelt Road
Suite 150
Farmington Hills, MI 48334-2374
(248) 851-4111 Fax (248) 851-0100
www.zkact.com

Lansing Office:
721 N. Capitol, Suite 2
Lansing, MI 48906-6163
(517) 374-2735
Fax (517) 487-0372

Of Counsel:
Julie I. Forshman
April L. Neihsl
Goldberg and Benham, PLC

*Also Admitted in New York
*Also Admitted in Illinois

Harvey I. Wax
Heidi D. Hudson
Amy M. Sitrer
Jennifer A. Vallce
Emily S. Ross
Karyn A. Thwaites¹
Mischa M. Boardman²
Darwin L. Burke, Jr.
Carson J. Tucker
Scott Reizen
Nicole M. Wright
Jennifer M. Jenkins
Larry W. Jenkins, Jr.
Matthew G. McNaughton
Andrea M. Johnson
Pratheep Sevanthnathan

February 25, 2008

J.D.
Robert Seffinger, ~~Esq.~~
Kevin Piecuch, *Esq.*
American Laser Centers
24555 Hallwood Court
Farmington Hills MI 48335

Re: *Legal Representation*
American Laser Centers

Dear Mr. Seffinger and Mr. Piecuch:

Thank you for taking the time to speak with us regarding our Firm. We are pleased that ALC Partner, Inc. d/b/a American Laser Centers, ALC Acquisition Company, Rich Morgan, and the related entities named as Does 1-500 in the related complaint and identified on Exhibit A to this Letter Agreement ("Clients") have selected Zausmer, Kaufman, August, Caldwell & Tayler, P.C. (the "Firm") to act as its local counsel in litigation filed by Laurie Mathews, Christine Steed, Pamela Strong, Heidi Schneeveis, Christina Eve Lewis, Lisa Buda, Nancy Garcia, Marcie Grado, Rania Serhan, and Dawn Stellabotte pending in the United States District Court for the Eastern District of Michigan; Case No. 4:08-cv-10636 (the "Litigation"). We look forward to working with you.

This letter will memorialize the terms and conditions under which we will act as the Clients' attorneys; and defines several aspects of our relationship so that the Clients and the Firm will have a clear understanding of that relationship and of the scope of the Firm's representation of the Clients.

1. Services to be Provided by the Firm.

The Firm shall act as local counsel for the Clients with respect to the litigation and take direction from Thelen Reid Brown Raysman & Steiner, LLP ("National Counsel"), or its successor, and the Clients in the defense of the Litigation.

Zausmer, Kaufman, August, Caldwell & Tayler, P.C.
ATTORNEYS & COUNSELORS

Letter to Robert Seffinger, ^{Esq.} and Kevin Piecuch, ^{Esq.}

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2. Fees for Services Performed.

As compensation for the services to be performed by the Firm, we shall be paid a reasonable fee. This fee will be determined by multiplying the number of hours spent working on the matter by the billing rates of the lawyer and paraprofessional performing the services. Shareholders Richard C. Kaufman and Gary K. August will have primary responsibility for this representation and will use the assistance of shareholders, associates, paralegals or clerks on an as needed and appropriate basis. The Local Counsel rates for the shareholders, associates, paralegals and clerks are set forth on Exhibit B. The Firm does not charge for secretarial or other administrative overhead unless such services are needed after regular business hours in order to carry out the needs of National Counsel and are approved by the Clients in advance. Our time is charged in increments of one-fourth (1/4) of an hour (i.e., 15-minute units), with a minimum billable increment of one-fourth (1/4) of an hour. It is understood and agreed that all legal fees and disbursements shall be paid by the Clients.

Although from time to time we may, at the Clients' request, furnish estimates of the amount of fees which we anticipate will be charged with respect to services to be performed under this engagement agreement, such estimates are by their nature inexact and cannot be binding. Therefore, absent a specific agreement, any such fee estimates made by us are for planning purposes only and are in all respects subordinate to our regular billing process as described above.

3. Disbursements.

In addition to the fees described above, the Firm shall be reimbursed by Client for all disbursements incurred by us in connection with legal services performed under this agreement. Included within this category are photocopying charges, document management (scanning and database) charges, fax charges, filing fees, court and deposition reporter fees, travel expenses, courier fees, word processing charges, computerized research charges, postage, and telephone conference charges, expert and consultant fees, among other things. From time to time, we may insist that the Clients make an advance payment for a cost item. A listing of our disbursement rates is attached as Exhibit C.

4. Manner of Billing and Payment.

It may be helpful to describe how our internal billing process works so that you will know how the billing data is generated and how the amount of each statement is determined.

Zausmer, Kaufman, August, Caldwell & Tayler, P.C.
ATTORNEYS & COUNSELORS

Letter to Robert Seffinger, ^{S.O.} Esq. and Kevin Piecuch, Esq.
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Each client is assigned a client designator, and, where appropriate, each matter for that client is assigned a separate case code. Each attorney and legal assistant in the office records his or her time by client and case code number on individually prepared, daily time sheets, books or computer databases. In addition, disbursements made by the Firm on your behalf are also recorded. This data (professional time and disbursements) is then put into a computer, and a pro forma statement is produced. The pro forma statement reflects, among other things, the services performed as well as the costs and disbursements incurred. The shareholder in charge of each matter then reviews the pro forma statement and, after applying the factors described above, determines the amount to be charged for the services rendered and the costs and disbursements incurred during the relevant billing period. A final statement for that billing period is then prepared, showing all of the services performed, the professional who performed each task, and then nature and total amount of costs and disbursements.

As you know, a part of the cost of doing business is the cost of funds. We will tender statements for our professional services and related costs and disbursements at such intervals as we deem appropriate, usually monthly. We expect that our statements will be paid forthwith and, in any event, each statement should be paid in full within 30 days after its receipt, unless, of course, other arrangements have been made with the Client in advance. After 30 days, interest will accrue at ½% per month (6% annum), compounded annually. Assessment of interest does not constitute a waiver of the obligation to pay on a timely basis.

5. Retainer.

It is the Firm's policy to require payment of a retainer. The retainer amount shall be held in the Firm's trust account until the conclusion of this matter or until such time as the Clients fail to timely pay for the Firm's fees and services. At that point, the Firm will then apply the funds in the Firm's trust account to any outstanding invoices or return the retainer amount if all outstanding invoices have been paid. In this matter the Firm is requesting a \$10,000 retainer.

6. Responsibilities of the Client.

It is the Clients' responsibility to cooperate fully with us in our work by, among other things, providing us with all requested information and being reasonably available for consultation and interviews. It is also Clients' responsibility to coordinate with National Counsel if necessary to insure that the Firm is being provided with the direction necessary to fulfill its obligations under this agreement. Finally, it is also Clients' obligation to pay our invoices in a timely manner.

Zausmer, Kaufman, August, Caldwell & Tayler, P.C.
ATTORNEYS & COUNSELORS

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7. Termination of Services.

The Clients shall have the right at any time to terminate the Firm's services upon written notice to us, and the Firm shall, immediately after receiving such notice, cease to render additional services. Should the Clients elect to exercise such right, the Firm shall cooperate in facilitating the orderly transfer of the Clients' files and records to the Clients or to your new attorneys. Such termination shall not, however, relieve the Clients of the obligation to pay the fees due for all services rendered and disbursements incurred, including those arising in connection with any transfer of files to you or to other counsel.

If the Clients fail to meet their obligations hereunder, the Firm shall have the right, in its sole discretion and without any further authorization by the Clients, to declare this engagement agreement at an end and to decline to represent the Clients further in connection with any matter or matters in which the Firm is engaged by or on behalf of the Clients. Should the Firm elect to exercise that right, the Clients shall cooperate fully and promptly in freeing us of any obligation to perform further, including the execution and delivery of a substitution of attorney in any court, arbitration or administrative proceeding. This right is in addition to those rights created by statute or recognized by the rules of professional conduct which govern lawyers.

8. Retention and Destruction of Records.

Upon completion of the Firm's representation of the Clients in the above-referenced matter, the Clients shall be entitled to review the contents of the Firm's file regarding its representation of Clients without charge. Clients shall be entitled to request the return of all original documents and things that the Clients had a pre-existing proprietary right in or has intrinsic value to the Clients ("Client Property"). The Firm may retain a copy of any Client Property returned. There shall be no cost to the Clients for the return of Client Property if the request is made within sixty (60) days of the conclusion of the Firm's representation of Clients. Clients shall be entitled to copies of all other documents related to the Firm's representation of Clients in the file (not including internal documents of the Firm or any of the Firm's lawyers which may be included in the file) at Clients' expense with copies made at the Firm's standard rate for copies and delivery costs if such request is made within sixty (60) days of the conclusion of the Firm's representation of the Clients.

If Clients do not request return of Client Property or other file documents within sixty (60) days of the conclusion of the Firm's representation of the Clients, the Clients and Firm agree that the Firm shall have the right in its sole discretion to either destroy at any time or retain the Client Property and file documents for a reasonable period of time. If the Clients request to inspect the

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Client Property or other file documents after sixty (60) days, and the Client Property or other file documents have not yet been destroyed by the Firm, the Clients shall have to bear all costs for retrieving and returning the requested material to and from storage as well as duplication costs.


At the conclusion of the Firm's representation of the Clients, the Firm may send a reminder to the Clients regarding this agreement for record retention and destruction. However, failure by the Firm to remind the Clients of the terms of this agreement in no way waives or modifies any of the Firm's rights under this agreement to destroy Client Property or other file materials.

Please review the foregoing and if you find it to be in order, please indicate your agreement by signing the enclosed original of this letter and returning it to me.

Throughout our relationship we want you to be satisfied with our fees, as well as the professional services which we perform on your behalf. Accordingly, I invite and encourage your prompt inquiry if you ever have any question concerning either our services or our fees.

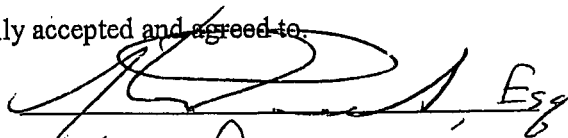
Very truly yours,

ZAUSMER, KAUFMAN, AUGUST
CALDWELL & TAYLER, P.C.



Gary K. August

Each and all of the foregoing are fully accepted and agreed to.



Kevin Picuch
Print Name

On behalf of ALC Partner, Inc. d/b/a American Laser Centers, ALC Acquisition Company, Rich Morgan, and the related entities named as Does 1-500 in the related complaint and identified on Exhibit A to this Letter Agreement

EXHIBIT A

001 Novi, MI	MI	ALC-Michigan, LLC	Novi / Michigan
002 Water Tower, IL	IL	ALC-Chicago, LLC	Chicago
003 Highland Park, IL	IL	ALC-Northshore, LLC	Northshore / Highland Park
004 Troy, MI	MI	ALC-Troy, LLC	Troy
005 Hinsdale, IL	IL	ALC-Hinsdale, LLC	Hinsdale
006 Grosse Pointe Farms, MI	MI	ALC-Grosse Pointe, LLC	Grosse Pointe
007 Mequon, WI	WI	ALC-Milwaukee, LLC	Mequon / Milwaukee
008 Eagan, MN	MN	ALC-Minneapolis, LLC	Eagan / Minn
009 Madison Ave, NY	NY	ALC-31st, LLC	31st New York
010 NY 5th Ave, NY	NY	ALC-5th Ave., LLC	5th New York
011 Upper Eastside, NY	NY	ALC-81st, LLC	81st New York
012 Hoffman Estates, IL	IL	ALC-Hoffman Estates, LLC	Hoffman Estate
013 Naperville, IL	IL	ALC-Naperville, LLC	Naperville
014 White Plains, NY	NY	ALC-White Plains, LLC	White Plains
015 Great Neck, NY	NY	ALC-Great Neck, LLC	Great Neck
016 KOP, PA	PA	ALC-KOP, LLC	King of Prussia / KOP
017 Plano, TX	TX	ALC-Plano, LLC	Plano
018 Galleria, TX	TX	ALC-Katy, LLC	Katy / Galleria
019 Austin, TX	TX	ALC-Austin, LLC	Austin
020 Buckhead, GA	GA	ALC-Buckhead, LLC	Buckhead / Atlanta
021 Sugarland, TX	TX	ALC-Southwest, LLC	Southwest / Sugarland
022 Wauwatosa, WI	WI	ALC-SW Milwaukee, LLC	Wauwatosa / South Milwaukee
023 Farmington Hills, MI	MI	ALC-Orchard, LLC	Orchard / Farmington Hills
024 Fort Worth, TX	TX	ALC-Ft. Worth 9th, LLC	Fort Worth
026 VA Beach, VA	VA	ALC-VA Beach, LLC	VA Beach
026 Lovers Lane, TX	TX	ALC-Lovers Lane, LLC	Lovers Lane / Dallas
027 Arlington, MA	MA	ALC-Arlington, LLC	Arlington
028 Marietta, GA	GA	ALC-Marietta, LLC	Marietta
029 Old Orchard, IL	IL	ALC-Skokle, LLC	Skokle / Old Orchard
030 Carmel, IN	IN	ALC-Indianapolis, LLC	Indianapolis / Carmel
031 Dearborn, MI	MI	ALC-Dearborn, LLC	Dearborn
032 Plainview, NY	NY	ALC-Plainview, LLC	Plainview
033 Clear Lake, TX	TX	ALC-Clear Lake, LLC	Clear Lake
034 Stone Oak, TX	TX	ALC-San Antonio, LLC	San Antonio
035 Boca Raton, FL	FL	ALC-Boca Raton, LLC	Boca Raton
036 Ft. Lauderdale, FL	FL	ALC-Fort Lauderdale, LLC	Fort Lauderdale
037 Rockville Centre, NY	NY	ALC-Rockville Centre, LLC	Rockville Centre
038 Willow Brook, TX	TX	ALC-Willowbrook, LLC	Willow
039 Aventura, FL	FL	ALC-Aventura, LLC	Aventura
040 West Palm Beach, FL	FL	ALC-West Palm Beach, LLC	West Palm Beach
041 Macomb, MI	MI	ALC-Macomb, LLC	Macomb
042 North Austin, TX	TX	ALC-Round Rock, LLC	Round Rock / North Austin

043 Brighton, MA	MA	ALC-Brighton, LLC	Brighton
044 Upper West, NY	NY	ALC-Upper West, LLC	Upper West
045 New Orleans, LA	LA	ALC-Metairie, LLC	Metairie / New Orleans
046 Charlotte, NC	NC	ALC-Charlotte, LLC	Charlotte
047 Downtown Philly, PA	PA	ALC-Lombard, LLC	Lombard / Downtown Philly
048 Birmingham, MI	MI	ALC-Birmingham, LLC	Birmingham
049 Peabody, MA	MA	ALC-Peabody, LLC	Peabody / Boston
050 Lincoln Park, IL	IL	ALC-Lincoln Park, LLC	Lincoln Park
051 Barrington, IL	IL	ALC-Barrington, LLC	Barrington
052 Miami Beach, FL	FL	ALC-Miami Beach, LLC	Miami Beach
053 Edina, MN	MN	ALC-Edina, LLC	Edina
054 Orlando, FL	FL	ALC-Orlando, LLC	Orlando
055 Greentree, PA	PA	ALC-Pittsburgh, LLC	Pittsburgh
056 Bellevue, WA	WA	ALC-Bellevue, LLC	Bellevue
057 Irvine, CA	CA	ALC-Irvine, LLC	Irvine
058 La Jolla, CA	CA	ALC-La Jolla, LLC	La Jolla
059 Lynnwood, WA	WA	ALC-Lynnwood, LLC	Lynnwood
060 Roseville, CA	CA	ALC-Roseville, LLC	Roseville
061 Sacramento, CA	CA	ALC-Sacramento, LLC	Sacramento
062 San Jose, CA	CA	ALC-San Jose, LLC	San Jose
063 Centennial, CO	CO	ALC-Centennial, LLC	Centennial / Denver
064 Cherry Creek, CO	CO	ALC-Cherry Creek, LLC	Cherry Creek
065 Spokane, WA	WA	ALC-Spokane, LLC	Spokane
066 Tucson, AZ	AZ	ALC-Tucson, LLC	Tucson
067 Scottsdale, AZ	AZ	ALC-Scottsdale, LLC	Scottsdale
068 Lancaster, CA	CA	ALC-Lancaster, LLC	Lancaster
069 Plymouth, MI	MI	ALC-Plymouth, LLC	Plymouth
070 Pasadena, CA	CA	ALC-Pasadena, LLC	Pasadena
071 Salt Lake City, UT	UT	ALC-Salt Lake City, LLC	Salt Lake City
072 West Hills, CA	CA	ALC-West Hills, LLC	West Hills
073 Grand Blanc, MI	MI	ALC-Grand Blanc, LLC	Grand Blanc
074 Royal Oak, MI	MI	ALC-Royal Oak, LLC	Royal Oak
075 Knoxville, TN	TN	ALC-Knoxville, LLC	Knoxville
076 Overland Park, KS	KS	ALC-Overland Park, LLC	Overland Pk / Kansas City
077 Colorado Springs, CO	CO	ALC-Colorado Springs, LLC	Colorado Springs
078 Beverly Hills, CA	CA	ALC-Beverly Hills, LLC	Beverly Hills
079 Duluth, GA	GA	ALC-Duluth, LLC	Duluth
080 Downtown Manhattan, NY	NY	ALC-Downtown Manhattan, LLC	Downtown Manhattan
081 Rosemont, PA	PA	ALC-Main Line, LLC	Main Line / Philadelphia
082 Seekonk, MA	MA	ALC-Seekonk, LLC	Seekonk
083 Greenville, SC	SC	ALC-Greenville, LLC	Greenville
084 North Kansas City, MO	MO	ALC-North Kansas City, LLC	Liberty / North Kansas City
085 Glendale, AZ	AZ	ALC-Glendale, LLC	Glendale

Nov-02-07

03:39pm

From-THELEN REID BROWN RAYSMAN & STEINER LLP

+2125768080

T-128

P-044/040

P-448

085	Nashville, TN	TN	ALC-Nashville, LLC	Nashville
087	Temecula, CA	CA	ALC-Temecula, LLC	Temecula
088	Ann Arbor, MI	MI	ALC-Ann Arbor, LLC	Ann Arbor
089	San Juan, PR	PR	ALC-San Juan, LLC	San Juan, PR
090	Walnut Creek, CA	CA	ALC-Walnut Creek, LLC	Walnut Creek
091	West Hartford, CT	CT	ALC-West Hartford, LLC	West Hartford
092	Central Park South, NY	NY	ALC-Central Park South, LLC	Central Park South
093	San Francisco California St.	CA	ALC-San Francisco California	San Francisco California St
094	Naples, FL	FL	ALC-Naples, LLO	Naples
095	Denton, TX	TX	ALC-Denton, LLC	Denton
096	St. Louis, MO	MO	ALC-St Louis, LLC	St Louis
097	Torrance, CA	CA	ALC-Torrance, LLC	Torrance
098	Brighton, MI	MI	ALC-Livingston, LLC	Livingston/Brighton
099	Arco Arena, CA	CA	ALC-Natomas, LLC	Natomas/ Arco Arena
100	Staten Island/Hyland Blvd.	CA	ALC-Staten Island, LLC	Staten Island
101	Carlsbad, CA	CA	ALC-Carlsbad, LLC	Carlsbad, CA
102	Rancho Bernardo, CA	CA	ALC-Rancho Bernardo, LLC	Rancho Bernardo, CA
103	Southcenter, WA	WA	ALC-Southcenter, LLC	Southcenter/Tukwila, WA
104	West Springfield, MA	MA	ALC-West Springfield, LLC	West Springfield, MA
105	Mesa, AZ	AZ	ALC-Mesa, LLC	Mesa
106	Los Gatos, CA	CA	ALC-Los Gatos, LLC	Los Gatos / Samaritan
107	Wellington, FL	FL	ALC-Wellington, LLC	Wellington
108	West Hollywood, CA	CA	ALC-West Hollywood, LLC	West Hollywood
109	Brentwood, CA	CA	ALC-Brentwood, LLC	Brentwood
110	Fresno, CA	CA	ALC-Fresno, LLC	Fresno
111	Grand Rapids, MI	MI	ALC-Grand Rapids, LLC	Grand Rapids
112	Phoenix, AZ	AZ	ALC-Billmore, LLC	Billmore
113	LaMesa, CA	CA	ALC-LaMesa, LLC	LaMesa
114	Bellingham, WA	WA	ALC-Bellingham, LLC	Bellingham
115	Hunters Creek, FL	FL	ALC-Hunters Creek, LLC	Hunters Creek
116	Paradise Valley, AZ	AZ	ALC-Paradise Valley, LLC	Paradise Valley
117	Redwood City, CA	CA	ALC-Redwood City, LLC	Redwood City
118	Ontario, CA	CA	ALC-Ontario, LLC	Ontario
119	Tinley Park, IL	IL	ALC-Tinley Park, LLC	Tinley Park
120	Madison, WI	WI	ALC-Madison, LLC	Madison
121	Pismo Beach, CA	CA	ALC-Pismo Beach, LLC	Pismo Beach
122	Newport Beach, CA	CA	ALC-Newport Beach, LLC	Newport Beach
123	Yorba Linda, CA	CA	ALC-Yorba Linda, LLC	Yorba Linda
124	Bountiful, UT	UT	ALC-Bountiful, LLC	Bountiful
125	Orem, UT	UT	ALC-Orem, LLC	Orem
126	Santa Rosa, CA	CA	ALC-Santa Rosa, LLC	Santa Rosa
127	Staten Island/Richmond Ave, NY	NY	ALC-Richmond Ave, LLC	Richmond Ave(Staten Island)
128	New York Financial District, NY	NY	ALC-Financial District, LLC	Financial District

129 Brea, CA	CA	ALC-Brea, LLC	Brea
130 Palm Springs, CA	CA	ALC-Palm Springs, LLC	Palm Springs
131 San Mateo, CA	CA	ALC-San Mateo, LLC	San Mateo
132 Downers Grove, IL	IL	ALC-Downers Grove, LLC	Downers Grove
133 Riverside, CA	CA	ALC-Riverside, LLC	Riverside
134 Long Beach, CA	CA	ALC-Long Beach, LLC	Long Beach
136 Bloomfield Hills, MI	MI	ALC-West Bloomfield - Keec	West Bloomfield
136 Santa Monica, CA	CA	ALC-Santa Monica, LLC	Santa Monica
137 North Andover, MA	MA	ALC-North Andover, LLC	North Andover
138 Mt Pleasant, SC	SC	ALC-Mt Pleasant, LLC	Mt Pleasant, SC
139 Upland, CA	CA	ALC-Upland, LLC	Upland
140 Stockton, CA	CA	ALC-Stockton, LLC	Stockton
141 Huntington, NY	NY	ALC-Huntington, LLC	Huntington
142 Alamo Heights, TX	TX	ALC-Alamo Heights	Alamo Heights
143 Chandler, AZ	AZ	ALC-Chandler, LLC	Chandler
144 Vacaville, CA	CA	ALC-Vacaville, LLC	Vacaville
145 Birmingham, AL	AL	ALC-Brookwood, LLC	Brookwood (Birmingham, A
146 Daly City, CA	CA	ALC-Daly City, LLC	Daly City
147 Chattanooga, TN	TN	ALC-Chattanooga, LLC	Chattanooga
148 New Tampa, FL	FL	ALC-New Tampa, LLC	New Tampa
149 Carrollwood, FL	FL	ALC-Carrollwood, LLC	Carrollwood
150 Jacksonville, FL	FL	ALC-Jacksonville, LLC	Jacksonville
151 Elk Grove, CA	CA	ALC-Elk Grove, LLC	Elk Grove
152 Bakersfield, CA	CA	ALC-Bakersfield, LLC	Bakersfield
153 Castro Valley, CA	CA	ALC-Castro Valley, LLC	Castro Valley
154 Montrose, TX	TX	ALC-Montrose, LLC	Montrose
155 Folsom, CA	CA	ALC-Folsom, LLC	Folsom
156 Fremont, CA	CA	ALC-Fremont, LLC	Fremont
157 Woodbury, MN	MN	ALC-Woodbury, LLC	Woodbury
158 Eden Prairie, MN	MN	ALC-Eden Prairie, LLC	Eden Prairie
159 Modesto, CA	CA	ALC-Modesto, LLC	Modesto
160 Berkeley, CA	CA	ALC-Berkeley, LLC	Berkeley
161 Bucks County, PA	PA	ALC-Bucks County, LLC	Bucks County
162 Burbank, CA	CA	ALC-Burbank, LLC	Burbank
163 Raleigh, NC	NC	ALC-Raleigh, LLC	Raleigh
164 St Charles, IL	IL	ALC-St. Charles, LLC	St. Charles
165 Chesterfield, MO	MO	ALC-Chesterfield, LLC	Chesterfield
166 Lee's Summit, MO	MO	ALC-Lee's Summit, LLC	Lee's Summit, MO
167 Newport News, VA	VA	ALC-Newport News, LLC	Newport News
168 Cordova, TN	TN	ALC-Cordova, LLC	Cordova, TN
169 Carmel, CA	CA	ALC-Carmel, LLC	Carmel, CA
170 Huntersville, NC	NC	ALC-Huntersville	Huntersville
171 Woodlands, TX	TX	ALC-Woodlands, LLC	Woodland, TX

172	Coralville, IA	IA	ALC-Coralville Iowa, LLC	Coralville, IA
173	Sarasota, FL	FL	ALC-Sarasota, LLC	Sarasota
174	Seattle, WA	WA	ALC-Seattle, LLC	Seattle
175	Bonita Springs, FL	FL	ALC-Bonita Springs, LLO	Bonita Springs
176	Robinson Twp, PA	PA	ALC-Robinson Twp, LLC	Robinson Twp
177	Nob Hill, CA	CA	ALC-Nob Hill, LLC	Nob Hill
178	San Francisco Sutter St, CA	CA	ALC-San Francisco Sutter S	San Francisco Sutter Stree
179	Santa Barbara, CA	CA	ALC-Santa Barbara, LLO	Santa Barbara
180	Richmond VA, VA	VA	ALC-Richmond, LLC	Richmond, VA
181	Braintree, MA	MA	ALC-Braintree, LLC	Braintree
182	Worcester, MA	MA	ALC-Worcester, LLC	Worcester
183	Grandville, MI	MI	ALC-Grandville, LLC	Grandville, MI
184	Norwalk, CT	CT	ALC-Norwalk, LLC	Norwalk, CT
185	Boulder, CO	CO	ALC-Boulder, LLC	Boulder, CO
186	Rockford, IL	IL	ALC-Rockford, LLC	Rockford
187	Fredericksburg, VA	VA	ALC-Fredericksburg, LLC	Fredericksburg
188	Thousand Oaks, CA	CA	ALC-Thousand Oaks	Thousand Oaks
189	Rochester, NY	NY	ALC-Rochester NY, LLC	Rochester NY
190	Okemos, MI	MI	ALC-Okemos, LLC	Okemos
191	Greenwood, IN	MI	ALC-Greenwood, LLC	Greenwood
192	Scarsdale, NY	NY	ALC-Scarsdale, LLC	Scarsdale
193	West Des Moines, IA	IA	ALC-West Des Moines, LLC	West Des Moines
194	Pleasanton, CA	CA	ALC-Pleasanton, LLC	Pleasanton
195	Greenwich, CT	CT	ALC-Greenwich, LLC	Greenwich
196	Corona, CA	CA	ALC-Corona, LLC	Corona
197	Latham, NY	NY	ALC-Latham, LLC	Latham
198	Camillus, NY	NY	ALC-Camillus, LLC	Camillus
199	Oakmont, PA	PA	ALC-Oakmont	Oakmont
200	Portsmouth, VA	VA	ALC-Portsmouth	Portsmouth
201	Bettendorf, IA	IA	ALC-Bettendorf	Bettendorf

EXHIBIT B

Zausmer, Kaufman, August, Caldwell & Tayler, P.C.
ATTORNEYS & COUNSELORS

STANDARD FEE SCHEDULE

Shareholders:

Local Counsel Rate

Richard Kaufman	\$400.00/hr.	\$340.00/hr.
Mark Zausmer	\$390.00/hr.	\$340.00/hr.
Gary August	\$350.00/hr.	\$325.00/hr.
Michael Caldwell	\$350.00/hr.	\$325.00/hr.
Marcy Tayler	\$325.00/hr.	\$300.00/hr.
Michael Lewis	\$325.00/hr.	\$300.00/hr.

Associates:

Harvey Wax	\$280.00/hr.	\$250.00/hr.
Heidi Hudson	\$280.00/hr.	\$250.00/hr.
Amy Sitner	\$240.00/hr.	\$220.00/hr.
Jennifer Valice	\$220.00/hr.	\$200.00/hr.
Emily Ross	\$220.00/hr.	\$200.00/hr.
Karyn Thwaites	\$220.00/hr.	\$200.00/hr.
Mischa Boardman	\$220.00/hr.	\$200.00/hr.
Darwin Burke, Jr.	\$200.00/hr.	\$185.00/hr.
Carson Tucker	\$200.00/hr.	\$185.00/hr.
Scott Reizen	\$200.00/hr.	\$185.00/hr.
Nicole Wright	\$200.00/hr.	\$185.00/hr.
Jennifer Jenkins	\$200.00/hr.	\$185.00/hr.
Larry Jenkins, Jr.	\$200.00/hr.	\$185.00/hr.
Matthew McNaughton	\$200.00/hr.	\$185.00/hr.
Andrea Johnson	\$190.00/hr.	\$180.00/hr.
Pratheep Sevanthinathan	\$180.00/hr.	\$170.00/hr.

Non-Lawyer Staff:

Legal Assistants/paralegals	\$75.00/hr.	\$75.00/hr.
Law Clerks	\$75.00/hr.	\$75.00/hr.
Clerical Assistants	\$50.00/hr.	\$50.00/hr.
Secretarial (approved in advance)	\$30.00/hr.	\$30.00/hr.

EXHIBIT C

Zausmer, Kaufman, August, Caldwell & Tayler, P.C.
ATTORNEYS & COUNSELORS

STANDARD DISBURSEMENT SCHEDULE

Costs will be charged as follows:

In house copies @ \$.15 a page

Outside copies, scanning or databasing @ actual cost

Faxes (incoming and outgoing) @ \$1.00 per page

Computerized legal research @ actual cost based on usage

Postage/Express Mail @ actual cost

Long Distance Phone Calls or Conference Calls @ actual cost

Court costs @ actual cost

Court reporter fees @ actual cost

Expert witnesses/facilitators (if any) @ actual cost

Courier and attorney travel @ \$.48.5/mile plus actual cost for parking



American Laser Centers
ALC-Partner, Inc.

1428

February 28, 2008

Attn: Gary K. August
c/o Zausmer, Kaufman, August, Caldwell & Taylor, P.C.
31700 Middlebelt Road
Suite 150
Farmington Hills, MI 48334-2374

Re: American Laser Centers Representation / Retainer Fee

Dear Gary:

Please find attached the signed representation agreement along with the retainer check for ten thousand dollars (\$10,000.00).

We look forward to a positive relationship with you and your firm.

Very truly yours,

Robert Seffinger, J.D.
Director of Corporate Legal

Encl.

Zausmer, Kaufman, August, Caldwell & Tayler, P.C.

ATTORNEYS & COUNSELORS

Mark J. Zausmer
Richard C. Kaufman
Gary K. August
Michael L. Caldwell
Marcy A. Tayler
Michael C. Lewis
Heidi D. Hudson
Mischa M. Boardman¹
Nicole M. Wright

31700 Middlebelt Road
Suite 150
Farmington Hills, MI 48334-2374
(248) 851-4111 Fax (248) 851-0100
www.zkact.com

Amy Sitner Applin
Elizabeth R. Arnone
Jason W. Baas
Emily M. Ballenberger
Michael D. Crow
Lynne S. DeBell
Nathan J. Fink
Cameron R. Getto
Jennifer M. Jenkins
Andrea M. Johnson
Robert P. McArdle
Daniel J. McCarthy
Marc D. McDonald
Matthew G. McNaughton
Amy C. Monopoli²
Jeremy M. Mullett
Heather R. Pillot
Cinnamon A. Rice
Michael A. Schwartz
Devin R. Sullivan¹
Carson J. Tucker
Aina N. Watkins
Lauren M. Wawrzyniak
James C. Wright³

¹Also Admitted in IL
²Also Admitted in MA
³Also Admitted in OH

Lansing Office:
721 N. Capitol, Suite 2
Lansing, MI 48906-5163
(517) 374-2735 Phone
(517) 487-0372 Fax

May 10, 2012

FedEx Two Day Delivery

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

RE: ALC Holdings, LLC
Case No. 11-13853-MFW
United States Bankruptcy Court, District of Delaware

Dear Sir or Madam:

Enclosed please find the following documents relative to the above-referenced matter:

1. Proof of Claim (2);
2. Self-addressed stamped envelope.

Please process the Proof of Claim and return a "Filed" copy to my office in the enclosed self-addressed stamped envelope. Thank you.

ZAUSMER, KAUFMAN, AUGUST,
CALDWELL & TAYLER, P.C.


Gary K. August

GKA/vab
Enclosures

From: (248) 851-4111
Gary K. August
Z.K.A.C.T., P.C.
31700 Middlebelt Road
Suite 150
Farmington Hills, MI 48334

Origin ID: DEOA



J12101112190225

Ship Date: 10MAY12
ActWgt: 1.0 LB
CAD: 103129091/NET3250

Delivery Address Bar Code



SHIP TO: (248) 851-4111 **BILL SENDER**
ATTN: CLA Hold LLC Claims Processin
BMC Group, Inc.
18675 LAKE DR E

CHANHASSEN, MN 55317

Ref # 1428-00001
Invoice #
PO #
Dept #

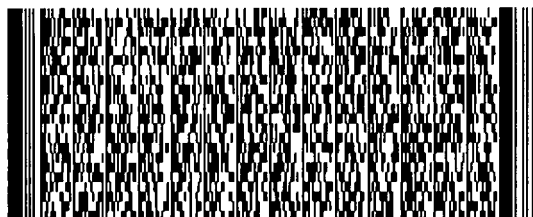
RECEIVED

MAY 14 2012

BMC GROUP

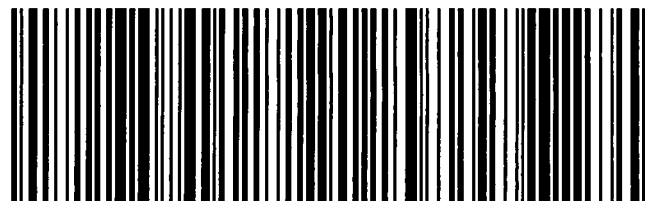
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