



HODGES WALSH & SLATER, LLP

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June 29, 2012

Landis, Rath & Cobb LLP
919 Market Street
Suite 1800
Wilmington, Delaware 19801
Attn: Kerri Mumford

RE: Bagheritoolabi v. American Laser Centers
Our File No.: 700-003 SHS

Dear Sirs and/or Madams,

Please be advised that this office represents Maryam Bagheritoolabi with respect to an action brought against American Laser Centers in Supreme Court, New York County under index number 1000127/08. In this claim, Dr. Maryam Bagheritoolabi claims that she sustained permanent and significant scarring as a result of laser hair removal treatment at the ALC Center in Manhattan.

On October 31, 2011, the claim was settled. Enclosed please find a copy of the Settlement Agreement executed by counsel for the plaintiff and defendant as well as the mediator.

You will note that the settlement called for \$45,000.00 in periodic payments to be paid on behalf of ALC over time. Then after, there was an excess insurance policy through Beazly Insurance which would pay the next \$35,000.00 of the total \$80,000.00 settlement.

Upon information and belief, after this settlement agreement and before payments called for by its terms, ALC has filed for bankruptcy. The purpose of this correspondence is to put representatives involved in the bankruptcy on notice of this claim and the settled and unpaid claim.

While I have received notice from defense counsel that ALC has filed for bankruptcy, I have not received any documentation regarding a claims process.

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BMC GROUP



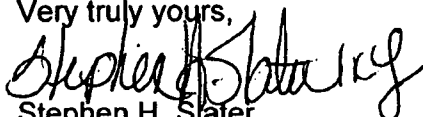
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Additionally, we are attempting to obtain a copy of the excess policy issued by Beazly Insurance to determine whether its terms provide for payments of the entire settlement sum in the event of bankruptcy or other inability to pay by its assured. To date, we do not have an answer in that regard.

I would appreciate the appropriate entity contacting the undersigned upon receipt and review of this correspondence so that we might discuss the claims process with respect to this matter.

Thank you in advance for your time and anticipated cooperation.

Very truly yours,



Stephen H. Slater

SHS:kl

Cc: David Klauder, Esq.
J. Caleb Boggs Federal Building
844 King Street
Suite 2207
Lock Box 35
Wilmington, Delaware 19801

BMC Group, Inc.
Attn: ALC Holdings, LLC Claims Processing
P.O. Box 3020
Chanhassen, Minnesota 55317-3020

Settlement Agreement

Bagheri Tezlahi

Plaintiff(s):

American Leasing Center

Defendant (s):

APPX. 35,000 from Beazly, Inc
APPX. 45,000 from ALL
APPX. 20,000 in 13 weeks
APPX. 12,500 1 Month later
APPX. 12,500 1 Month later

"APPX" refers to amount not when payments will be made.

The undersigned Plaintiff and Defendant have agreed to settle their pending suit by the defendant paying and the plaintiff accepting the sum of:

Eighty Thousand and 00/100 (\$ 80,000.00)
as and for complete settlement of all claims by the Plaintiff against the Defendant.

Defendant shall pay the above sum to the Plaintiff as soon as possible together with appropriate releases and a stipulation for dismissal of the pending suit. Plaintiff shall pay all liens and claims involved in this action and hold Defendant harmless and free of any responsibility therefore.

This agreement is binding upon each of the parties hereto as evidenced by their signatures.

Dated: 10/31/11

Stephen Slater
Attorney for Plaintiff

[Signature]
Defendant Representative

Signatures witnessed by:

[Signature]
Mediator

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