

**Fill in this information to identify the case:**Debtor 1 Body Contour Ventures, LLC

Debtor 2 \_\_\_\_\_

(Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court Eastern District of MichiganCase number: 19-42510**FILED**U.S. Bankruptcy Court  
Eastern District of Michigan

6/26/2019

Katherine B. Gullo, Clerk

**Official Form 410  
Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach 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. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>James P. Ryan</u> Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <u>James P. Ryan</u> Name 7457 Franklin Road Suite 200 Bloomfield Hills, MI 4831  Contact phone <u>248-792-6886</u> Contact email <u>jsweik@paalawfirm.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	<b>Where should payments to the creditor be sent? (if different)</b> <u>822 Shirley Road</u> Name  Birmingham, MI 48009 Contact phone <u>248-792-6886</u> Contact email <u>jsweik@paalawfirm.com</u>
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Official Form 410

Proof of Claim

page 1

LIGHTRX POC  
01083

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
<b>7. How much is the claim?</b>	<div style="display: flex; justify-content: space-between;"><div><b>\$</b> <u>77053.50</u></div><div><b>Does this amount include interest or other charges?</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).</div></div>
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.</p> <p style="text-align: center;"><u>Money loaned</u></p>
<b>9. Is all or part of the claim secured?</b>	<div><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <div><b>Basis for perfection:</b> _____</div> <div>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</div> <div><div><b>Value of property:</b></div><div><b>\$</b> _____</div></div> <div><div><b>Amount of the claim that is secured:</b></div><div><b>\$</b> _____</div></div> <div><div><b>Amount of the claim that is unsecured:</b></div><div><b>\$</b> _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</div></div> <div><div><b>Amount necessary to cure any default as of the date of the petition:</b></div><div><b>\$</b> _____</div></div> <div><div><b>Annual Interest Rate</b> (when case was filed)</div><div>_____ %</div></div> <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div>
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b> \$ _____
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

<b>12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<b>Amount entitled to priority</b>
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$2,850* 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"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( <u>  </u> ) that applies	\$ _____
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.		

### Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.**

Check the appropriate box:

- ☐ I am the creditor.  
☒ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that 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.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 6/26/2019  
MM / DD / YYYY

/s/ Jonathan D. Sweik

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Jonathan D. Sweik</u>		
	First name	Middle name	Last name
Title	<u>Attorney</u>		
Company	<u>Paesano Akkashian Apkarian, PC</u>		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	<u>7457 Franklin Road, Suite 200</u>		
	Number Street		
	<u>Bloomfield Hills, MI 4831</u>		
	City	State	ZIP Code
Contact phone	<u>248-792-6886</u>		Email <u>jsweik@paalawfirm.com</u>

## PROMISSORY NOTE

\$75,000.00

Farmington Hills, Michigan  
April 11, 2016 ("Loan Date")

**PROMISE TO PAY.** For value received, **LTX ORLAND PARK, LLC**, a Michigan limited liability company, which has an address of 34405 W. 12 Mile Rd., Suite 200, Farmington Hills, Michigan 48331 ("Borrower"), promises to pay to the order of **JAMES P. RYAN**, whose address is 822 Shirley Rd., Birmingham, Michigan 48009 ("Lender"), Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) (the "Indebtedness"), with interest, as follows:

The outstanding principal balance of this Note will bear interest at eight percent (8%) per annum, commencing on the above-stated Loan Date.

Borrower shall pay sixty (60) consecutive monthly installments of principal and interest in the amount of One Thousand Five Hundred Forty-One and 07/100 Dollars (\$1,541.07), commencing July 11, 2016, with each succeeding monthly installment payable upon the same day of each and every month thereafter. All principal, interest and other sums owed under this Note shall be paid no later than June 11, 2021 ("Due Date"), unless the Indebtedness evidenced by this Note is accelerated, in which case the Due Date shall be the date of acceleration.

All payments under this Note shall be made to Lender at his address first referenced above, or at such other address as the Lender may designate in writing. Payments will be applied first to any unpaid fees or charges under this Note, then to accrued interest, and then to principal.

**PREPAYMENT.** Borrower may prepay this Note, in whole or part, at any time, without premium or penalty.

**DEFAULT.** Any of the following events shall, for purposes of this Note, constitute an "Event of Default": (a) failure by Borrower to pay any amount owing on the Indebtedness when due, whether by maturity, acceleration or otherwise; (b) institution of bankruptcy, reorganization, arrangement, insolvency or other similar proceedings by or against the Borrower or any guarantor; or the appointment of a receiver for Borrower; or (c) sale or other disposition by Borrower of substantially all of its assets or property, or dissolution, merger, consolidation, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by Borrower.

**REMEDIES.** If an Event of Default occurs, the Lender shall have the option to declare all or part of the Indebtedness immediately due and payable. If this Note is not paid at the Due Date (whether by acceleration or otherwise), the Lender shall have all of the rights and remedies provided at law or equity or by written agreement. The remedies of the Lender are cumulative and not exclusive. No delay by the Lender in the exercise of any right or remedy shall operate as a waiver. No single or partial exercise by the Lender of any right or remedy shall preclude any future exercise of such right or remedy or the exercise of any other right or remedy. No waiver or

indulgence by the Lender of any default or Event of Default shall be effective unless in writing and signed by the Lender, nor shall a waiver on one occasion be construed as a bar to any right or remedy, or waiver of any default or Event of Default on any future occasion.

**WAIVER.** Borrower and any other party liable for the Indebtedness evidenced by this Note: (i) severally waive presentment, demand, protest, notice of dishonor, notice of non-payment and notice of acceleration of this Note, and (ii) agree that no extension or postponement of the time for payment, or waiver, indulgence or forbearance granted to Borrower, without limit as to number or period, or any modification of this Note, or addition of any party to this Note, or release or discharge of, or suspension of any rights and remedies against, any party liable on this Note, shall reduce or affect the obligation of any other party liable for the payment of this Note.

**REIMBURSEMENT OF EXPENSES.** Borrower shall reimburse the Lender for all costs and expenses, including reasonable attorneys' fees, incurred by the Lender in enforcing its rights under this Note, including without limitation, those incurred in any bankruptcy, reorganization, insolvency or other similar proceeding.

**BORROWER'S REPRESENTATIONS.** Borrower represents that: (a) execution, delivery and performance of this Note does not violate any law, conflict with any agreement by which Borrower is bound, or require the consent or approval of any governmental authority or third party; and (b) this Note is valid, binding and enforceable according to its terms. Borrower further represents that (a) it is duly organized, existing and in good standing pursuant to the laws under which it is organized; and (b) the execution, delivery and performance of this Note (i) are within its powers and have been duly authorized by all necessary action of its governing body, and (ii) do not contravene the terms of the documents and instruments governing its organization and affairs.

**WAIVER OF JURY TRIAL.** EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS NOTE OR THE INDEBTEDNESS.

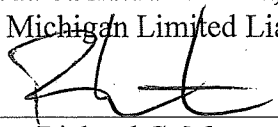
**PRESUMPTIONS.** No party or his/its respective legal counsel shall be construed to be the drafter or primary drafter of this Note. If there are disputes regarding the construction of this Note or any of its provisions, ambiguities or questions of interpretation shall not be construed in favor of one party over another; rather, questions of interpretation shall be construed equally as to each party.

**NOTICES.** All notices and other communications required or permitted under this Note shall be in writing and shall be deemed given when delivered personally or by registered or certified mail (return receipt requested), addressed to the party at his or its address first noted above, or any other address that is specified in writing by the receiving party.

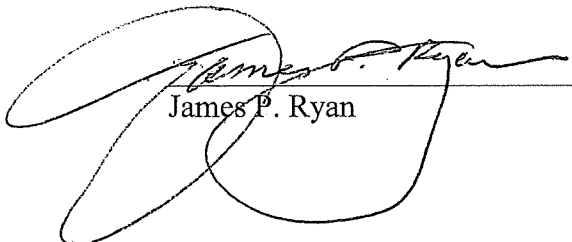
**MISCELLANEOUS.** The terms of this Note may only be changed in writing, executed by Lender and a duly authorized officer of Borrower. This Note binds Borrower's successors and assigns. The Lender may assign its rights under this Note upon written notice to Borrower, and this Note shall inure to the benefit of Lender's successors and assigns. This Note shall be governed by the laws of the State of Michigan. Any controversy or claim arising out of or relating to this Note, or the breach of any provision of this Note, shall be submitted to the exclusive jurisdiction of the Circuit Court for Oakland County, Michigan, or the United States District Court for the Eastern District of Michigan.

**BORROWER:**

LRX ORLAND PARK, LLC  
A Michigan Limited Liability Company

  
By: Richard C. Morgan  
Its: President

*Accepted by Lender  
on this April 11, 2016:*

  
James P. Ryan

## LRX Orland Park, LLC Note to James Ryan

Compound Period ..... : Monthly

Nominal Annual Rate .... : 8.000 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/11/2016	75,000.00	1		
2 Payment	07/11/2016	1,541.07	60	Monthly	06/11/2021

## AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	04/11/2016				75,000.00
1	07/11/2016	1,541.07	1,510.02	31.05	74,968.95
2	08/11/2016	1,541.07	499.79	1,041.28	73,927.67
3	09/11/2016	1,541.07	492.85	1,048.22	72,879.45
4	10/11/2016	1,541.07	485.86	1,055.21	71,824.24
5	11/11/2016	1,541.07	478.83	1,062.24	70,762.00
6	12/11/2016	1,541.07	471.75	1,069.32	69,692.68
2016 Totals		9,246.42	3,939.10	5,307.32	
7	01/11/2017	1,541.07	464.62	1,076.45	68,616.23
8	02/11/2017	1,541.07	457.44	1,083.63	67,532.60
9	03/11/2017	1,541.07	450.22	1,090.85	66,441.75
10	04/11/2017	1,541.07	442.95	1,098.12	65,343.63
11	05/11/2017	1,541.07	435.62	1,105.45	64,238.18
12	06/11/2017	1,541.07	428.25	1,112.82	63,125.36
13	07/11/2017	1,541.07	420.84	1,120.23	62,005.13
14	08/11/2017	1,541.07	413.37	1,127.70	60,877.43
15	09/11/2017	1,541.07	405.85	1,135.22	59,742.21
16	10/11/2017	1,541.07	398.28	1,142.79	58,599.42
17	11/11/2017	1,541.07	390.66	1,150.41	57,449.01
18	12/11/2017	1,541.07	382.99	1,158.08	56,290.93
2017 Totals		18,492.84	5,091.09	13,401.75	
19	01/11/2018	1,541.07	375.27	1,165.80	55,125.13
20	02/11/2018	1,541.07	367.50	1,173.57	53,951.56
21	03/11/2018	1,541.07	359.68	1,181.39	52,770.17
22	04/11/2018	1,541.07	351.80	1,189.27	51,580.90
23	05/11/2018	1,541.07	343.87	1,197.20	50,383.70
24	06/11/2018	1,541.07	335.89	1,205.18	49,178.52
25	07/11/2018	1,541.07	327.86	1,213.21	47,965.31
26	08/11/2018	1,541.07	319.77	1,221.30	46,744.01
27	09/11/2018	1,541.07	311.63	1,229.44	45,514.57
28	10/11/2018	1,541.07	303.43	1,237.64	44,276.93
29	11/11/2018	1,541.07	295.18	1,245.89	43,031.04
30	12/11/2018	1,541.07	286.87	1,254.20	41,776.84
2018 Totals		18,492.84	3,978.75	14,514.09	

## LRX Orland Park, LLC Note to James Ryan

	Date	Payment	Interest	Principal	Balance
31	01/11/2019	1,541.07	278.51	1,262.56	40,514.28
32	02/11/2019	1,541.07	270.10	1,270.97	39,243.31
33	03/11/2019	1,541.07	261.62	1,279.45	37,963.86
34	04/11/2019	1,541.07	253.09	1,287.98	36,675.88
35	05/11/2019	1,541.07	244.51	1,296.56	35,379.32
36	06/11/2019	1,541.07	235.86	1,305.21	34,074.11
37	07/11/2019	1,541.07	227.16	1,313.91	32,760.20
38	08/11/2019	1,541.07	218.40	1,322.67	31,437.53
39	09/11/2019	1,541.07	209.58	1,331.49	30,106.04
40	10/11/2019	1,541.07	200.71	1,340.36	28,765.68
41	11/11/2019	1,541.07	191.77	1,349.30	27,416.38
42	12/11/2019	1,541.07	182.78	1,358.29	26,058.09
2019 Totals		18,492.84	2,774.09	15,718.75	
43	01/11/2020	1,541.07	173.72	1,367.35	24,690.74
44	02/11/2020	1,541.07	164.60	1,376.47	23,314.27
45	03/11/2020	1,541.07	155.43	1,385.64	21,928.63
46	04/11/2020	1,541.07	146.19	1,394.88	20,533.75
47	05/11/2020	1,541.07	136.89	1,404.18	19,129.57
48	06/11/2020	1,541.07	127.53	1,413.54	17,716.03
49	07/11/2020	1,541.07	118.11	1,422.96	16,293.07
50	08/11/2020	1,541.07	108.62	1,432.45	14,860.62
51	09/11/2020	1,541.07	99.07	1,442.00	13,418.62
52	10/11/2020	1,541.07	89.46	1,451.61	11,967.01
53	11/11/2020	1,541.07	79.78	1,461.29	10,505.72
54	12/11/2020	1,541.07	70.04	1,471.03	9,034.69
2020 Totals		18,492.84	1,469.44	17,023.40	
55	01/11/2021	1,541.07	60.23	1,480.84	7,553.85
56	02/11/2021	1,541.07	50.36	1,490.71	6,063.14
57	03/11/2021	1,541.07	40.42	1,500.65	4,562.49
58	04/11/2021	1,541.07	30.42	1,510.65	3,051.84
59	05/11/2021	1,541.07	20.35	1,520.72	1,531.12
60	06/11/2021	1,541.07	9.95	1,531.12	0.00
2021 Totals		9,246.42	211.73	9,034.69	
Grand Totals		92,464.20	17,464.20	75,000.00	



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LRX Orland Park, LLC Note to James Ryan

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Last interest amount decreased by 0.26 due to rounding.

## Eastern District of Michigan Claims Register

[19-42510-pjs Body Contour Ventures, LLC](#)

**Judge:** Phillip J Shefferly

**Chapter:** 11

**Office:** Detroit

**Last Date to file claims:** 07/01/2019

**Trustee:**

**Last Date to file (Govt):** 09/30/2019

**Creditor:** (26026347)  
James P. Ryan  
7457 Franklin Road  
Suite 200  
Bloomfield Hills, MI 4831

**Claim No:** 104  
*Original Filed*  
*Date:* 06/26/2019  
*Original Entered*  
*Date:* 06/26/2019

**Status:**  
*Filed by:* CR  
*Entered by:* ePOC  
*Modified:*

Amount claimed: \$77053.50

**History:**

[Details](#) [104-1](#) 06/26/2019 Claim #104 filed by James P. Ryan, Amount claimed: \$77053.50 (ePOC)

**Description:**

**Remarks:**

### Claims Register Summary

**Case Name:** Body Contour Ventures, LLC

**Case Number:** 19-42510-pjs

**Chapter:** 11

**Date Filed:** 02/22/2019

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$77053.50
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
Secured		
Priority		
Administrative		