

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:

Body Contour Ventures, LLC,¹

Debtors.

Chapter 11

Case No. 19-42510-pjs

Hon. Phillip J. Shefferly

**ORDER GRANTING CREDITOR, ILIANNA M. SOLER'S
MOTION FOR RELIEF FROM AUTOMATIC STAY AND
ENTRY OF ORDER WAIVING PROVISION OF FRBP 4001(A)(3)**

This matter having come before the Court pursuant to Creditor, Ilianna M. Soler's Motion for Relief From Automatic Stay and Entry of Order Waiving Provision of FRBP 4001(a)(3) (the "Motion") [Docket No. 378]; the Debtors and

¹ Debtors cases are being jointly administered for procedural purposes only and include Debtors Body Contour Ventures, LLC, Case No. 19-42510, BCA Acquisitions, LLC, Case No. 19-42511, American Aesthetic Equipment, LLC, Case No. 19-42512, Knoxville Laser Spa LLC, Case No. 19-42513, LRX Alexandria, LLC, Case No. 19-42514, LRX Birmingham, LLC, Case No. 19-42515, LRX Charlotte, LLC, Case No. 19-42516, LRX Chicago, LLC, Case No. 19-42517, LRX Colorado Springs, LLC, Case No. 19-42518, LRX Dearborn, LLC, Case No. 19-42519, LRX East Lansing, LLC, Case No. 19-42520, LRX Grand Blanc, LLC, Case No. 19-42833, LRX Hoffman Estates, LLC, Case No. 19-42521, LRX Las Vegas Summerlin, LLC, Case No. 19-42522, LRX Mesa, LLC, Case No. 19-42523, LRX Naperville, LLC, Case No. 19-42524, LRX Novi, LLC, Case No. 19-42525, LRX Orland Park, LLC, Case No. 19-42526, LRX Plymouth-Canton, LLC, Case No. 19-42527, LRX Stone Oak, LLC, Case No. 19-42528, LRX Towson, LLC, Case No. 19-42530, LRX Troy, LLC, Case No. 19-42531, Premier Laser Spa of Greenville LLC, Case No. 19-42532, Premier Laser Spa of Indianapolis LLC, Case No. 19-42533, Premier Laser Spa of Louisville LLC, Case No. 19-42534, Premier Laser Spa of Pittsburgh LLC, Case No. 19-42535, Premier Laser Spa of St. Louis LLC, Case No. 19-42536, and Premier Laser Spa of Virginia LLC, Case No. 19-42537.

Soler having reached an agreement regarding the Motion; and the Court being otherwise fully advised in the premises;

NOW THEREFORE, IT IS HEREBY ORDERED that

1. The Motion is granted as set forth in this Order.
2. The automatic stay is modified with respect to a pre-petition lawsuit commenced by Soler against Debtor Premier Laser Spa of Virginia LLC in the Circuit Court for the City of Virginia Beach, Virginia, Case No. CL19-640 (the “Lawsuit”), for the exclusive purpose of permitting Soler to proceed against Debtor Premier Laser Spa of Virginia LLC as a nominal defendant only, at no cost to the Debtors, their estates, or their successors, so that Soler may establish liability against Debtor Premier Laser Spa of Virginia LLC for the sole purpose of recovering from either (a) any non-Debtor defendants; (b) any proceeds available under insurance policies in the name of and for the benefit of Debtor Premier Laser Spa of Virginia LLC (“Debtor Policy”); or (c) any third-party insurance policies that may apply (together with the Debtor Policy, the “Permitted Policies”).

3. Soler acknowledges and agrees that: (a) Debtors have not made any representations or warranties as to the likelihood of recovery against any non-Debtor defendants or Permitted Policies; (b) any recoveries arising from the Lawsuit or related claims with respect to the Debtors, their estates, or their successors are limited solely to proceeds from non-Debtors or the Permitted

Policies, if any, and not from the Debtors, their estates, or their successors, (c) Soler hereby waives any and all claims arising from the Lawsuit that could otherwise be asserted against the Debtors, their estates, or their successors; (d) Soler hereby waives any recoveries arising from the Lawsuit to the extent such recoveries may trigger indemnification or reimbursement rights owed to a co-defendant from one or more of the Debtors, their estates, or their successors; and (e) as against the Debtors, Soler must prosecute the Lawsuit solely with respect to proceeds available from Permitted Policies, if any.

4. Notwithstanding the foregoing, the automatic stay is lifted only to the extent the Debtors or their estates are not required to incur any out of pocket costs on account of Soler's continued prosecution of the Lawsuit, whether on account of defenses costs, deductibles, retentions, or otherwise (collectively, "Out of Pocket Costs"). If at any time subsequent to the entry of this Order, the Debtors would be required to incur Out of Pocket Costs, the automatic stay arising under § 362 will be reinstated in full force and effect with respect to the Lawsuit without further action by any party.

5. Nothing in this Order: (a) alters, modifies, or otherwise amends the terms and conditions of, or the coverage provided by, the Debtor Policy or any of the agreements related thereto (collectively, "Insurance Contracts"); (b) creates or permits a direct right of action by Soler against any Insurance Contracts or insurers

providing coverage thereunder (“Insurers”); or (c) precludes or limits in any way the rights of Debtors or any Insurers to contest and/or litigate the existence, primacy and/or scope of available coverage under any Insurance Contract.

6. Soler must file a copy of this Order in the court in which the Lawsuit is pending within five business days after entry of this Order by the Bankruptcy Court.

7. If there is a judicial determination of damages in the Lawsuit and the applicable insurance coverage is insufficient to satisfy said damages, Soler may file a Proof of Claim limited only to the difference between the damages and the insurance coverage. In all other respects, Soler's recovery shall be limited to the insurance coverage, and Soler shall be precluded from filing a Proof of Claim in relation to any claim against Debtors arising from or related to the Lawsuit.

8. By entering into this Order, Debtors are not waiving and will not be deemed to have waived any available defenses, including at law, equity, or otherwise with respect to the Lawsuit.

9. Neither this Order nor any negotiations or writings in connection with this Order will in any way be construed or deemed to be evidence of or an admission on behalf of any party regarding any claim or right that such party may have against the other.

10. Each of the parties represents and warrants that it is authorized to

enter into and be bound by this Order.

11. The 14-day stay of Fed. R. Bankr. P. 4001(a)(3) shall not apply to this Order.

12. This Order shall be effective and enforceable despite any conversion of this bankruptcy case to any other case or chapter of Title 11 of the United States Bankruptcy Code.

13. The provisions of this Order are binding upon Debtors and Soler in the event of conversion of Debtors' bankruptcy cases.