

**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 MOTION UNDER FED. R. BANKR. P. 9019 TO
AUTHORIZE AND APPROVE SETTLEMENT AGREEMENT BY AND
BETWEEN DEBTOR BODY CONTOUR VENTURES, LLC AND
MERZ NORTH AMERICA, INC.**

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.

This matter having come before the Court upon the Debtors' *Motion Under Fed. R. Bankr. P. 9019 to Authorize and Approve Settlement Agreement by and between Debtor Body Contour Ventures, LLC and Merz North America, Inc.* ("Motion");² the Court having reviewed the Motion; the Court having found that: (a) jurisdiction to consider the Motion is proper under 28 U.S.C. §§ 157 and 1334; (b) venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409; (c) notice of the Motion was properly provided; (d) good cause exists to grant the relief requested in the Motion; (e) the relief requested in the Motion is in the best interests of Debtor, Debtors' estates, and creditors of Debtors' estates; and (f) all objections, if any, to the Motion having been withdrawn, waived, settled, or overruled;

IT IS HEREBY ORDERED that:

1. The Motion is granted to the extent set forth herein.
2. The Settlement Agreement attached as Exhibit 6 to the Motion is approved and incorporated into this Order by reference. The failure to include specifically any particular provision of the Settlement Agreement in this Order shall not diminish or impair the effectiveness of such provision, it

² Capitalized terms used but not defined in this Order have the meanings given to them in the Settlement Agreement and Release attached as Exhibit 6 to the Motion.

being the intent of the Court that the Settlement Agreement and all of its provisions be authorized and approved in their entirety.

3. Debtors are authorized and directed to deliver, implement, and fully perform any and all obligations under the Settlement Agreement.

4. Merz retains the right to file an unsecured proof of claim against Debtors' bankruptcy estates and any such claims asserted against the Debtors' bankruptcy estates in the unsecured proof of claim are not subject to the release in ¶ 10 of the Settlement Agreement; provided, however, any such claim of Merz is for distribution purposes only and, so long as any unsecured claim in favor of Merz is treated no less favorably than any other unsecured claims asserted against the Debtors' bankruptcy estates, Merz waives all rights to raise any objection to, contest, or otherwise participate in Debtors' bankruptcy cases including, without limitation, with respect to any pending or subsequently filed motions, applications, contested matters, adversary proceedings, or otherwise, unless such action is directly asserted against Merz, including without limitation, any objection to the proof of claim filed by Merz.

5. Pursuant to Bankruptcy Code §§ 363(f) and 105, effective immediately and automatically upon payment of the Payment by Merz to the Debtors, and without further documentation of any kind, the transfer of

the Equipment to Merz shall constitute a legal, valid, binding, effective, unavoidable, and irrevocable transfer, and shall vest Merz with, all right, title, and interest of the Debtors (and any one or more of them) in and to the Equipment of any and every kind, free and clear of all liens (including, without limitation, any “lien” as defined in Bankruptcy Code § 101(37)), claims (including, without limitation, any “claim” as defined in Bankruptcy Code § 101(5)), and interests of any and every kind or nature (collectively, the “Interests”), with all such Interests in and upon the Equipment to be unconditionally released, discharged and terminated to the fullest extent permitted or allowed under applicable law, and without the necessity of any termination statement, release, or recording, filing or notice of any kind. Any such Interests shall attach to the Payment, and any proceeds thereof, in the order of their current priority, with such attachment to be in full and complete substitution for and satisfaction of any Interest held in any of the Equipment.

6. This Court retains jurisdiction over any and all disputes arising or otherwise relating to the construction, performance, and enforcement of the terms of this Order and the Settlement Agreement.

Signed on May 17, 2019

7.



/s/ Phillip J. Shefferly

Phillip J. Shefferly
United States Bankruptcy Judge