THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
Nov 01 2021
SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Master in Equity

Charles B. Simmons., Circuit Court Judge

Common Pleas Case No. 2020-CP-23-02623

Appellate Case No. 2021-000532

SHERRY A. LEE,

Respondent,

v.

LIGHT RX GREENVILLE,

Appellant.

RECORD ON APPEAL

Kimberly Truluck Thomason (#79179)
Devon Marc Puriefoy (#102097)
TRULUCK THOMASON LLC
3 Boyce Avenue
Greenville, SC 29601
kim@truluckthomason.com
devon@truluckthomason.com
864-331-1751 (p)

INDEX

CERTIFICATE OF SERVICE

I, Devon M. Puriefoy, certify on the this date, November 1, 2021 a copy of Appellant's Record on Appeal, was served on Sherry A. Lee, Respondent, via U.S. Postal Service mail, addressed as follows:

Sherry A. Lee
575 Castle Rising Rd. Apt 3F
Fayetteville, NC 28314

s/Devon M. Puriefoy
Devon M. Puriefoy
SC Bar No.: 102097

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
2020-CP-23-02623

Sherry A. Lee,

Plaintiff,

vs.

Light Rx Greenville,

Defendant.

ORDER

This matter arises out of a judgment entered by Magistrates Court in favor of Ms. Lee against Light Rx Greenville in the amount of $7,000.00 and entered on December 27, 2019.

Plaintiff instituted supplemental proceedings in an effort to collect the judgment debt. The Rule to Show Cause was personally served by the Greenville County Sheriff's Office on the Manager for Light Rx Greenville. See, Aff. of Service filed 11/12/2020. A hearing was held on February 5, 2021. At that time, and as noted in an Order filed March 4, 2021, no agent or representative of Defendant appeared. The attorney for Light Rx Greenville did appear. Based upon the failure to appear, a contempt hearing was scheduled for March 29, 2021.

On March 29, 2021 Plaintiff and Defendant's attorney appeared. Once again, no representative of Defendant appeared despite the clear language of the Order filed March 4, 2021 putting Defendant on notice that failure to appear may result in a finding of contempt.

Defendant's attorney argues that the Defendant in this action is different from the Defendant that he represents due to some type asset purchase. However, despite being allowed two opportunities to appear and present evidence in support of this contention to the Court, and

after the Court providing notice to the Manager of Light Rx Greenville independent of notice to their attorney, there is no evidence before the Court to support Defendant's attorney's argument.

In light of the record on this case, the Court finds that Light Rx Greenville is in willful contempt of Court for failure to appear at two separate Court-ordered hearings. Accordingly, the Court imposes a sanction of $3,000.00 for failure to appear and payable to the Clerk of Court for Greenville County. Further, in that Plaintiff has been required to travel from Fayetteville, North Carolina on two separate occasions, the Court will award Plaintiff all travel fees and expenses, including any time off from work, upon presentation of an Affidavit supporting the same.

In the event the above sanction is not paid within 21 days, the Court will issue an arrest Order for the registered agent and/or Manager of Light Rx Greenville.

Notwithstanding the above, the Court notes that in that this is a contempt action, it is in no way impacted by an action pending in 2021-CP-23-00464, which is an action brought by RVB Greenville, LLC d/b/a Light Rx against Ms. Lee that attempts to collaterally attack the judgment in the present action.

AND IT IS SO ORDERED

JUDGE'S SIGNATURE PAGE TO FOLLOW

Greenville Common Pleas

Case Caption: Sherry A Lee vs. Light Rx Greenville

Case Number: 2020CP2302623

Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2021-04-19 16:42:03 page 3 of 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2020CP2302623

Sherry A Lee		Light Rx Greenville	
PLAINTIFF(S)		DEFENDANT(S)	
Submitted by:		Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant	

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order; (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This matter was before the court on February 5, 2021. At that time, Plaintiff and attorney Puriefoy appeared on behalf of Defendant. No agent or representative of the Defendant appeared. The matter remains unresolved at this time and the court sets the matter for a Contempt Hearing on March 29th 2021 at 10:00 a.m., in Courtroom #5 of the Greenville County Courthouse. An Authorized Agent or representative of the Defendant is required to appear. Failure to appear may result in a finding of contempt of court and sanctions will be issued, including the possibility of incarceration and/or monetary sanctions.

It is so Ordered.

This order ☐ ends ☐ does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 2/17)

If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	3023	3/4/2021
Circuit Court Judge	**Judge Code**	**Date**

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Sherry A Lee

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

- Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Greenville Common Pleas

Case Caption: Sherry A Lee vs. Light Rx Greenville

Case Number: 2020CP2302623

Type: Master/Order/Form 4

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2021-03-04 11:11:59 page 3 of 3

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	
Sherry A Lee	,)	
	)	
Plaintiff,	)	Judgment Roll No. 2020CP2302623
	)	
vs.	)	
	)	RULE TO SHOW CAUSE/ORDER
Light RX Greenville	,)	
	)	
Defendant(s).	)	

TO: Light RX Greenville,

WHEREAS, the aforesaid judgment was obtained against the Defendant(s) as appears by the judgment roll listed above; and

WHEREAS, Execution thereon was duly lodged with the Sheriff of Greenville County for handling and was later returned *Nulla Bona*, as appears by reference to a copy of said Execution attached hereto.

NOW, THEREFORE, IT IS ORDERED that you do appear before the Honorable Charles B. Simmons, Jr., Master in Equity, at the Greenville County Courthouse, Courtroom 5, 305 East North Street, Greenville, South Carolina on the 14 day of November, 2020 at 10:15 o'clock a.m./p.m. and bring with you your books and records including:

(Here list the items you want the debtor to produce for inspection. Some examples are:

1. Federal and state income tax returns, including all schedules, for the last three years;

2. Bank records (including checking and savings) for the last twelve months, showing all deposits and withdrawals in any and all bank accounts, wherever they may be located. Please also bring your check stubs and check registers covering this period;

3. Copies of all Deeds and Titles to assets owned by you;

4. Copies of all security agreements reflecting security interests over any of your assets;

to testify under oath as to your property and income, and to show cause before Judge Simmons, if any you can, why a Receiver should not be appointed by this Court under §15-39-310 of the South Carolina Code of Laws, as amended, to take charge and to dispose of your property for the satisfaction of the aforesaid judgment. Any appeal of the Master's Order shall be directly to the South Carolina Supreme Court.

This Order may be personally served on the Defendant(s) by any person competent to serve a summons and complaint pursuant to Rule 4(c), SCRCP.

IT IS SO ORDERED.

JUDGE, THIRTEENTH JUDICIAL CIRCUIT

10/12, 2020

Greenville, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
Sherry A. Lee)
Plaintiff,)
vs.)
Light RX Greenville)
Defendant.)

IN THE COURT OF COMMON PLEAS
13th JUDICIAL CIRCUIT

CASE NO.: 2020 CP-23- 2623

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's ~~Attorney~~: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other:	575 Castle Rising Rd. APT 3F Fayetteville NC 28314 910-929-0472 faithnsherry@yahoo.com	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other:	Dixon + Mac Donald, P.C. 24901 Northwestern Highway Suite 200 South Field, Michigan 48075 248-865-8866 248-865-8822 scottmac@dixon-macdonald.com

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: _____
Estimated Time Needed: _____ Court Reporter Needed: ☐ **YES**/☐ **NO**

SECTION II: Motion/Order Type

☐ Written motion attached
☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Sherry A Lee 11-9-2020
Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00
☐ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☐ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter: _____
- ☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order.	JUDGE CODE _____
☐ Other: _____	Date: _____

CLERK'S VERIFICATION

Collected by: CJN Date Filed: _____
☐ MOTION FEE COLLECTED: $ 25.00
☐ CONTESTED – AMOUNT DUE: $ _____

Plt pd acct money order

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

AFFIDAVIT

Sherry A Lee, deposes and says that the judgment against Light RX Greenville, evidenced by Judgment Roll No. 2020CP2302623, now of record in the Office of the Clerk of Court for Greenville County, South Carolina, is unpaid; that the Sheriff has returned the Execution on the judgment marked *Nulla Bona* and that Deponent has reason to believe that Defendant(s) has property which it unjustly refuses to apply to said judgment.

Sherry A Lee

YOU SIGN YOUR NAME
ADDRESS & TELEPHONE NUMBER
ARE HERE ALSO.)

575 Castle Rising Rd Apt 35
Fayetteville NC 28314
910-929-0422

SWORN TO before me this
9th day of October, 2020.

Leslie Reeder

Notary Public for South Carolina
My Commission Expires: 3/23/2028

LESLIE P. REEDER
Notary Public - State of South Carolina
My Commission Expires March 23, 2028

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
	)	
	)	Case Number 2020CP2302623
	)	
Sherry A Lee	)	
Plaintiff(s)	)	
	)	
vs.	)	Execution Against Property
	)	
	)	
	)	
Light Rx Greenville	)	
Defendant(s)	)	

TO THE SHERIFF OF THE COUNTY OF GREENVILLE, GREETINGS:

Whereas, judgment was rendered in the above-entitled action on **December 27**, 2019 in favor of the **Plaintiff** against the **Defendant** for the sum of $7000.00 as appears by reference to Judgment Roll 2020CP2302623 filed in the office of the Clerk of the aforesaid Court:

And whereas, there is now actually due on the said judgment thus docketed in your County on **May 19, 2020** the principal sum aforesaid, with interest thereon from the date of the said judgment at the legal rate and costs of the suit as provided for in the judgment order.

Now therefore, we recommend that you satisfy the said judgment, including principal, interest, costs, and your fees out of the personal property of the said judgment debtor in your County, and if sufficient personal property cannot be found, then out of the real property in your County belonging to the said judgment debtor on the day when the said judgment was docketed in your County, or at any time thereafter, in whosesoever hands the same may be, and that you duly return this execution according to law to this Clerk of the said Court.

Witness Paul B. Wickensimer as Clerk of the aforesaid County, this **4 June 2020**.

Attest:

Paul B Wickensimer
Clerk of Court

By: Sherry A. Lee

Verified

ENTERED COMPUTER

File No.: 177765-0001

GREENVILLE COUNTY SHERIFF'S OFFICE
CIVIL DIVISION

601 E. McBee Ave., Suite 101
Greenville, South Carolina 29601
Phone: (864) 282-0008 Fax: (864) 235-9171

Party Requesting Service:

SHERRY A LEE
575 Castle Rising Rd. Apt 3 F
Fayetteville, NC 28314

Attn: Sherry A Lee

[redacted]

State of South Carolina)
)
County of Greenville)

Sherry A Lee, Plaintiff(s),
vs.
Light Rx Greenville, Defendant(s).

Judgment Roll: **2020CP2302623**

Name of Deputy: Barbara M McCurley, undersigned being sworn, deposes and says that she has made a diligent search and is unable to find sufficient property of the defendant on which to levy.

Additional Information: None

Signature of Deputy: Subscribed and sworn to before me this 27 day of **August, 2020.**

Notary Public of South Carolina
My Commission Expires: 2/12/30

Undersigned declares under penalty of perjury that the foregoing is true and correct.

Barbara M McCurley
Deputy

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	
	)	
	)	Case Number 2020CP2302623
	)	
Sherry A Lee	)	
Plaintiff(s)	)	
	)	
vs.	)	Execution Against Property
	)	
	)	
	)	
Light Rx Greenville	)	
Defendant(s)	)	

TO THE SHERIFF OF THE COUNTY OF GREENVILLE, GREETINGS:

Whereas, judgment was rendered in the above-entitled action on **December 27**, 2019 in favor of the **Plaintiff** against the **Defendant** for the sum of $7000.00 as appears by reference to Judgment Roll 2020CP2302623 filed in the office of the Clerk of the aforesaid Court:

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Now therefore, we recommend that you satisfy the said judgment, including principal, interest, costs, and your fees out of the personal property of the said judgment debtor in your County, and if sufficient personal property cannot be found, then out of the real property in your County belonging to the said judgment debtor on the day when the said judgment was docketed in your County, or at any time thereafter, in whosesoever hands the same may be, and that you duly return this execution according to law to this Clerk of the said Court.

Witness Paul B. Wickensimer as Clerk of the aforesaid County, this **4 June 2020**.

Attest:

Paul B Wickensimer
Clerk of Court

By: Sherry A. Lee

Verified

ENTERED COMPUTER

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:	Chapter 11
Body Contour Ventures, LLC,[1]	Case No. 19-42510-pjs
Debtors.	Hon. Phillip J. Shefferly

NOTICE OF SCHEDULE OF REAL PROPERTY LEASE ASSIGNEES

Pursuant to Paragraph 34 of the Sale Order [Docket No. 475],

Debtors give notice of the attached Schedule of Assignees.

[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.

Respectfully submitted,

WOLFSON BOLTON PLLC
Counsel for Debtors

Dated: May 23, 2019

By: /s/ Anthony J. Kochis

Scott A. Wolfson (P53194)
Anthony J. Kochis (P72020)
Thomas J. Kelly (P78754)
3150 Livernois, Suite 275
Troy, MI 48083
Telephone: (248) 247-7105
Facsimile: (248) 247-7099
Email: akochis@wolfsonbolton.com

SCHEDULE OF ASSIGNEES

SOLE MEMBER: RVB INVESTMENT GROUP, LLC
JURISDICTION OF FORMATION: MICHIGAN
DATE OF FORMATION: MAY 16, 2019

1. Assignee: RVB Alexandria, LLC
   Leased Premises: 6700 Richmond Hwy., Alexandria, VA 22303
   Landlord: Beacon Center LLC

2. Assignee: RVB Birmingham, LLC
   Leased Premises: 33466 Woodward Ave., Birmingham, MI 48009
   Landlord: Woodward Retail LLC

3. Assignee: RVB Canton, LLC
   Leased Premises: 42015 Ford Rd., Canton, MI 48188
   Landlord: Suso 3 Canton LP

4. Assignee: RVB Charlotte, LLC
   Leased Premises: 4810 C. Ashley Park Ln, Charlotte, NC 28210
   Landlord: Tate Pappas Apartment Investors, LLC

5. Assignee: RVB Chicago, LLC
   Leased Premises: 835 N. Michigan Ave., Ste. 963W, Chicago Il 60611
   Landlord: Water Tower LLC

6. Assignee: RVB Colorado Springs, LLC
   Leased Premises: 7531 N. Academy Rd., Colorado Springs, CO 80920
   Landlord: Fuller Center LLC

7. Assignee: RVB Dearborn, LLC
   Leased Premises: 22223 Michigan Ave., Dearborn, MI 48124
   Landlord: West Village Commons, LLC

8. Assignee: RVB Grand Blanc, LLC
   Leased Premises: 11413 S. Saginaw St., Ste B, Grand Blanc, MI 48439
   Landlord: MEK Enterprises LLC

9. Assignee: RVB Greenville, LLC
Leased Premises: 1125 Woodruff Rd Bldg. N, Ste 201B, Greenville, SC 29607
Landlord: Greenridge Shops, Inc.

10. Assignee: RVB Hoffman Estates, LLC
Leased Premises: 4620 Hoffman Blvd., Hoffman Estates, IL 60192
Landlord: W-PT Prairie Stone VII, L.L.C.

11. Assignee: RVB Indianapolis, LLC
Leased Premises: 3425 E 86th St, Indianapolis, IN 46240
Landlord: Keystone Shoppes, LLC

12. Assignee: RVB Knoxville, LLC
Leased Premises: 11627 Parkside Dr, Knoxville, TN 37934
Landlord: HHB Parkside

13. Assignee: RVB Las Vegas, LLC
Leased Premises: 9360 W. Flamingo Rd., Suite 104, Las Vegas NV 89147
Landlord: SUP I Smith's Shopping Center LLC

14. Assignee: RVB Mesa, LLC
Leased Premises: 1652 S. Val Vista Dr., Bldg.7 Ste 127, Mesa AZ 85204
Landlord: Whitestone Village Square

15. Assignee: RVB Naperville, LLC
Leased Premises: 22 E. Chicago Ave., Suite 220, Naperville, IL 60540
Landlord: CR River Square. LLC

16. Assignee: RVB Novi, LLC
Leased Premises: 44150 W. 12 Mile Rd., Ste 200, Novi, MI 48377
Landlord: Great Northern Equities, LLC

17. Assignee: RVB Okemos, LLC
Leased Premises: 4886 Marsh Road, Suite 9, Okemos, MI 48864
Landlord: TKG Meridian Towne Centre, LLC

18. Assignee: RVB Orland Park, LLC
Leased Premises: 14225 South 95th Ave., Ste. 420, Orland Park, IL 60462
Landlord: Orland Park Crossing II, LLC

19. Assignee: RVB Pittsburgh, LLC
Leased Premises: 12091 Perry Hwy #2, Wexford, PA 15090
Landlord: BMK Associates, LP

20. Assignee: RVB Stone Oak, LLC
Leased Premises: 427 N Loop 1604 W, Ste 209, San Antonio, TX 78232
Landlord: IVT Sonterra Village San Antonio, LLC

21. Assignee: RVB Towson, LLC
Leased Premises: 1220 E Joppa Road, Towson, MD 21286
Landlord: Fund IV/Radio Park, LLC

22. Assignee: RVB Troy, LLC
Leased Premises: 3342 Rochester Rd., Troy, MI 48083
Landlord: Old Troy, LLC

23. Assignee: RVB Virginia, LLC
Leased Premises: 4625 Virginia Beach Blvd #105, Virginia Beach, VA 23462
Landlord: Indep II, LLC

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re:	Chapter 11
Body Contour Ventures, LLC, *et. al.*	Case No. 19-42510-pjs
	Hon. Phillip J. Shefferly
Debtors.	

ORDER (I) AUTHORIZING DEBTORS TO ENTER INTO AGREEMENT FOR SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS WITH SUCCESSFUL BIDDER; (II) APPROVING THE ASSET PURCHASE AGREEMENT BETWEEN DEBTORS AND RVB INVESTMENT GROUP, L.L.C.; (III) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES AND TRANSFERRING LIENS TO PROCEEDS THEREOF; (IV) AUTHORIZING AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN OF THE DEBTOR'S EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (V) GRANTING RELATED RELIEF

This matter having come before the Court upon the Debtors'[1] *Motion For Entry of (A) An Order (I) Establishing Bidding Procedures, (II)*

[1] This Order is applicable to 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.

Scheduling An Auction and A Sale Hearing In Connection with the Sale of Substantially All of Debtors' Assets, (III) Setting Certain Dates and Deadlines In Connection Therewith; (IV) Approving The Form Of The Asset Purchase Agreement, Including The Termination Fee, And (V) Granting Related Relief; And (B) An Order (I) Authorizing The Sale of Substantially All Of Debtors' Assets Free and Clear Of Liens, Claims, Encumbrances, and Interests, (II) Approving The Assumption and Assignment Of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief ("Sale Motion") [Docket No. 158]; and the Court having entered an *Order (I) Establishing Bidding Procedures, (II) Scheduling An Auction And A Sale Hearing In Connection With The Sale Of Substantially All of Debtors' Assets, (III) Setting Certain Dates and Deadlines In Connection Therewith, (IV)(Approving The Form Of the Asset Purchase Agreement, Including The Termination Fee, and (V) Granting Related Relief*, as amended ("Bidding Procedures Order") [Docket Nos. 267 and 405]

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.

approving procedures ("Bidding Procedures") for the sale or disposition of the Debtors' assets, including executory contracts, unexpired leases and assets related thereto and granting certain related relief, including selection of RVB Investment Group, LLC or its designee(s) (the "Buyer"), as stalking horse purchaser pursuant to that certain Amended and Restated Asset Purchase Agreement, dated March 28, 2019, by and between the Buyer and the Debtors (the "APA"); and the Debtors having thereafter conducted the sale of its assets pursuant to the Bidding Procedures, that no qualified bids were received by the Debtors and the Buyer having submitted the highest and best offer for all assets defined as "Acquired Assets" identified in the APA, the Buyer also having submitted the highest and best offer for the Additional Assets,[2] and upon each of the objections and other pleadings filed in response to the Sale Transaction (as defined below) and the Debtors' reply thereto; and the Court having conducted a hearing on the sale motion (the "Sale Hearing") on May 22, 2019, at which time all interested parties were offered an opportunity to be heard with respect to the Sale Transaction; and the Court having reviewed and considered: (i)

[2] The definition of Additional Assets, as used in this Sale Order, shall be limited to those Additional Assets consisting of Venus Concepts-branded, Rx Lipo-branded, and I-Lipo-branded Additional Assets.

the Sale Motion and the law and facts alleged in the Sale Motion together with the exhibits thereto; (ii) the APA, a copy of which is filed at Docket No. 263-1, whereby the Debtors have agreed, among other things, to sell the Acquired Assets and Additional Assets to Buyer, including all executory contracts and unexpired leases listed in the APA that will be assumed and assigned to Buyer ("Assigned Contracts"), on the terms and conditions set forth in the APA (collectively, the "Sale Transaction"); (iii) the declaration of Richard C. Morgan, the President of the Debtors, in support of the sale transaction [Docket No, 454-1] and any supplements thereto; (iv) the declaration of Carl J. Sekely, Debtors' financial advisor, in support of the sale transaction [Docket No. 454-2] and any supplements thereto; (v) the declaration of Michael Pivoz in support of good faith and adequate assurance findings in the proposed sale order authorizing the Debtors to sell, and assume and assign, certain assets to the Buyer [Docket No. 429]; and (vi) the arguments and representations of counsel made, and the evidence proffered and adduced, at the sale hearing; and it appearing that due notice of the Sale Motion, the APA and the form of this order (the "Sale Order") having been provided; and all objections to the Sale Motion having been withdrawn, resolved or overruled as provided in this Sale Order; and it appearing that the relief requested in the Sale Motion and granted herein is

in the best interests of the Debtors, their estates and creditors and all parties in interest in these chapter 11 cases; and upon the record of the Sale Hearing and the entire record in these chapter 11 cases; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth in this Sale Order constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Jurisdiction and Venue**. This Court has jurisdiction to decide the relief requested in the Sale Motion and over the Sale Transaction and the property of the Debtors' estates, including the Acquired Assets, pursuant to 28 U.S.C. §§ 157(a)-(b) and 1334(b). This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Sale Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates.** The statutory and other legal predicates for the relief sought in the Sale Motion are sections 105(a), 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 6006.

D. **Notice and Opportunity to Object**. Actual written notice of, and a fair and reasonable opportunity to object to and to be heard with respect to the Sale Motion, the Sale Transaction, the sale of the Acquired Assets and Additional Assets free and clear of any Claims (as defined below), the assumption and assignment of the Assigned Contracts and the relief requested in the Sale Motion has been given, as required by the Bankruptcy Code and the Bankruptcy Rules, to all persons entitled to notice pursuant to the Bidding Procedures, including, but not limited to, the following: (i) all parties on the operative official service list maintained in the bankruptcy cases; (ii) the Office of the United States Trustee; (iii) counsel for the DIP Lender (as herein defined); (iv) counsel for the Official Committee of Unsecured Creditors ("UCC"); (v) all parties requesting notice in these bankruptcy cases pursuant to Local Bankruptcy Rule 2002-1; (vi) all known creditors or their counsel who have asserted a lien, security interest, claim, right, interest, or encumbrances against all or any portion of the Debtors' assets; (vii) all non-debtor parties to the Debtors' executory

contracts and unexpired leases; (viii) all applicable federal, state, and local regulatory or taxing authorities, recording offices, or any governmental entity that have a reasonably known interest in the relief requested in the Sale Motion; and (ix) the Internal Revenue Service.

E. **Final Order**. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

F. **Sound Business Purpose**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of the APA and the Sale Transaction and in entering into the APA and all related bills of sale, assumption and assignment agreements and any and all other documents required to transfer the Acquired Assets (collectively, the "Related Agreements") to the Buyer. The Debtors' entry into and performance under the APA and Related Agreements (i) is a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties, (ii) provide value to and are beneficial to the Debtors' estates, and are in the best interests of the Debtors and their stakeholders, and (iii) are reasonable and appropriate under the circumstances. Business justifications for the Sale Transaction include, but are not limited to, the following: (i) the APA constitutes the highest and best offer received for the

Acquired Assets; (ii) the APA presents the best opportunity to maximize the value of the Acquired Assets and avoid decline and devaluation of the Acquired Assets; (iii) unless the Sale Transaction and all of the other transactions contemplated by the APA are concluded expeditiously, as provided for pursuant to the APA, recoveries to creditors may be materially diminished; and (iv) the value of the Debtors' estates will be maximized through the sale of the Acquired Assets pursuant to the APA.

G. Compliance with Bidding Procedures. The Debtors and the Buyer complied with the Bidding Procedures in all respects. The Buyer was the successful bidder for the Acquired Assets in accordance with the Bidding Procedures.

H. Highest and Best Value. (i) The Debtors and its advisors, Conway MacKenzie, Inc. ("Conway"), engaged in a robust and extensive marketing and sale process for the Acquired Assets and Additional Assets, (ii) the Debtors and Conway conducted a fair and open sale process, (iii) the sale process was non-collusive, duly noticed and provided a full, fair and reasonable opportunity for any entity to make an offer to purchase the Acquired Assets, and (iv) the process conducted by the Debtors pursuant to the Bidding Procedures obtained the highest and best value for the Acquired Assets and Additional Assets for the Debtors and their estates,

and any other transaction would not have yielded as favorable an economic result.

I. **Fair Consideration**. The consideration to be paid by the Buyer under the APA (i) constitutes fair and reasonable consideration for the Acquired Assets, (ii) is the highest and best offer for the Acquired Assets, (iii) will provide a greater recovery for the Debtors' estate and creditors than would be provided by any other practically available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and other laws of the United States, any state, territory, possession or District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing. The consideration of a cash price of $55,000 to be paid by the Buyer for the Additional Assets also constitutes fair and reasonable consideration, is the highest and best offer for the Additional Assets and will provide the greatest recovery for the Debtors' estates and creditors.

J. **No Successor or Other Derivative Liability**. The Buyer is not, and will not be, a mere continuation, and is not holding itself out as a mere continuation, of the Debtors or their estates and there is no continuity between the Buyer and the Debtors. The Sale Transaction does not

amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors.

K. **Good Faith; No Collusion**. The Debtors and the Buyer, and their respective counsel and/or advisors, have negotiated, proposed and entered into the APA and the Sale Transaction contemplated therein in good faith, without collusion and from arm's-length bargaining positions. Buyer is a "good faith purchaser" and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. The Buyer has proceeded in good faith in all respects in that, among other things, (i) the Buyer recognized that the Debtors were free to deal with any other party in interest in acquiring the Acquired Assets and (ii) all payments to be made by the Buyer and all other material agreements or arrangements entered into by the Buyer and the Debtor in connection with the Sale Transaction have been disclosed and are appropriate. The sale price in respect of the Acquired Assets was not controlled by any agreement among potential purchasers and neither the Debtors nor the Buyer have engaged in collusion or any conduct that would cause or permit the APA to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, neither the APA nor the Sale Transaction

may be avoided and no party shall be entitled to damages or other recovery pursuant to section 363(n) of the Bankruptcy Code.

L. **Notice**. As evidenced by the certificates of service filed with the Court: (i) due, proper, timely, adequate and sufficient notice of the Sale Motion, the Sale Hearing, the Sale Transaction and the Sale Order and the other relief requested in the Sale Motion was provided by the Debtors; (ii) such notice was good, sufficient and appropriate under the particular circumstances and complied with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and the local rules and orders of the Court; and (iii) no other or further notice of the Sale Motion, the Sale Transaction, the Sale Hearing, the Sale Order or any of the relief requested in the Sale Motion is required.

M. **Cure Notice**. As evidenced by the certificates of service filed with the Court, and in accordance with the provisions of the Bidding Procedures Order, the Debtors have served, prior to the Sale Hearing, notice (the "Cure Notice") of the Debtors' intent to assume and assign the Assigned Contracts and of the related proposed cure amounts (the "Cure Amounts") upon each non-debtor counterparty to the Assigned Contracts. The service of the Cure Notice was good, sufficient and appropriate under the circumstances and no further notice need be given with respect to the

Cure Amounts for the assumption and assignment of the Assigned Contracts. All non-debtor parties to the Assigned Contracts have had a reasonable opportunity to object to the Cure Amounts listed on the applicable Cure Notice and to the assumption and assignment of the Assigned Contracts to the Buyer.

N. Satisfaction of Section 363(f) Standards. Except as otherwise provide in this Sale Order, the Debtors may sell the Acquired Assets and Additional Assets to the Buyer free and clear of all liens, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances and other interests of any kind or nature whatsoever against the Debtors or the Acquired Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims or claims for taxes of or against the Debtors, any claims against the Debtors which may be grounded in tort, public policy, wrongful discharge or breach of contract arising from, relating to or in connection with any of the Debtors' current and former employees, any derivative, vicarious,

transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the commencement of these chapter 11 cases, whether known or unknown, and whether imposed by agreement, understanding, law, equity or otherwise arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the Acquired Assets and Additional Assets, the operation of the Debtors' businesses before the Closing, or the transfer of the Debtors' interests in the Acquired Assets and Additional Assets to the Buyer (collectively, excluding any liabilities expressly assumed under the APA after the Closing Date, the "Claims"), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Without limiting the generality of the foregoing, "Claims" shall include any and all liabilities or obligations of the Debtors whatsoever arising under or out of, in connection with, or in any way relating to: (a) any employment or labor agreements or the termination thereof; (b) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of or related to the Debtors or their affiliates or

predecessors or any current or former employees of any of the foregoing, or the termination of any of the foregoing; (c) the Debtors' business operations or the cessation thereof; (d) any litigation involving the Debtors; and (e) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Notification Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) the Federal Family and Medical Leave Act, 29 USC 2601, (xii) the Michigan Elliott-Larsen Civil Rights Act, MCL 37.2202 et. seq., (xiii) the Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et. seq., (xiv) the Michigan Minimum Wage Law MCL 408.381, et seq., (xv) the Michigan Whistleblower's Protection Act, MCL 15.361 et seq., (xvi) the Michigan Workers' Compensation Act MCL 418.161 et seq., (xvii) any statutes

allowing claims which may be grounded in tort, public policy, wrongful discharge or breach of contract arising from, relating to or in connection with any of the Debtors' current and former employees, (xviii) state and local discrimination laws, (xix) state and local unemployment compensation laws or any other similar state and local laws, (xx) state workers' compensation laws or (xxi) any other state, local or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment or termination of employment with the Debtors or their predecessors, (xxii) any antitrust laws, (xxiii) any product liability or similar laws, whether state or federal or otherwise, (xxiv) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes, (xxv) any bulk sales or similar laws; (xxvi) any federal, state or local tax statutes, regulations or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and (xxvii) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory or any other theory of or related to successor liability. Those holders of Claims who did not object (or who ultimately withdrew their objections, if any) to the Sale Transactions or the

Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims who did object that have an interest in the Acquired Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Claims pursuant to section 363(f)(5) or fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Claims that constitute interests in the Acquired Assets, if any, attach solely to the proceeds of the Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior to the Sale Transaction, subject to any defenses of the Debtors. All persons having Claims of any kind or nature whatsoever against the Debtors, the Acquired Assets or Additional Assets shall be forever barred, estopped and permanently enjoined from pursuing or asserting such Claims against the Buyer or any of its assets, property, affiliates, successors, assigns, the Acquired Assets or the Additional Assets. For clarity, except with respect to any claims arising from the transfer of the Debtors' interests in the Acquired Assets and Additional Assets to the Buyer, nothing in this Sale Order prejudices, enjoins, releases, or in any other way effects any claims that the Debtors' estates (and any successor trustee) may have against any

affiliates, equity interest holders, successors, assigns, officers, directors, employees, or insiders of the Buyer.

O. DIP Lender's Consent. Since the DIP Lender and the Buyer are one and the same, the DIP Lender is deemed have consented to the sale of the Acquired Assets and Additional Assets to the Buyer pursuant to the APA.

P. Sale Expressly Conditioned Upon Free and Clear. Except as otherwise provide in this Sale Order, Buyer would not have entered into the APA and would not consummate the transactions contemplated thereby and hereunder if the sale of the Acquired Assets and Additional Assets were not free and clear of all Claims, or if the Buyer would, or in the future could, be liable for any such Claims, including, as applicable, certain liabilities related to the operation the Debtors' businesses that will not be assumed by the Buyer, as described in the APA. A sale of the Acquired Assets and Additional Assets other than one free and clear of all Claims would adversely impact the Debtors, their estates and creditors, and would yield substantially less value for the Debtors' estates, with less certainty than the Sale Transaction. The total consideration to be provided under the APA and this Sale Order reflects the Buyer's reliance on this Sale Order to provide it, pursuant to sections 105(a) and 363(f) of the

Bankruptcy Code, with title to and possession of the Acquired Assets and Additional Assets free and clear of all Claims (including, without limitation, any potential derivative, vicarious, transferee or successor liability claims).

Q. **Assumption and Assignment of the Assigned Contracts; Adequate Assurance of Future Performance**. The assumption and assignment of the Assigned Contracts is integral to the APA, is in the best interests of the Debtors and their estates, and represents the reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Assigned Contracts (i) is necessary to sell the Acquired Assets to the Buyer, (ii) will limit the losses suffered by counterparties to the Assigned Contracts, and (iii) maximizes the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estate by avoiding rejection of the Assigned Contracts. With respect to assumption and assignment of the Assigned Contracts, the Debtors have met all requirements of section 365(b) of the Bankruptcy Code. Further, the Buyer has provided adequate assurance of future performance under the Assigned Contracts in satisfaction of sections 365(b) and 365(f) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Assigned Contracts. Accordingly, the Assigned Contracts may be

assumed by the Debtors and assigned to the Buyer as provided for in the APA and this Sale Order. Notwithstanding anything else in this Order, for any Venus Concept USA, Inc. ("Venus") branded equipment, intellectual property, software, or applications that constitute Acquired Assets or Additional Assets (collectively, "Venus Assigned Assets"), the sale thereof is expressly subject to the terms of that certain Go-Forward Agreement (the "Go-Forward Agreement") identified in the Settlement Agreement and Release (the "Settlement Agreement") attached as Exhibit 6 *Motion Under Fed. R. Bankr. P. 9019 to Authorize and Approve Settlement Agreement by and Between Debtors and Venus Concept USA, Inc.* (Docket # 416) (the "9019 Motion").

R. Validity of the Transfer. As of the Closing, the transfer of the Acquired Assets and Additional Assets to the Buyer will be a legal, valid and effective transfer of the Acquired Assets and Additional Assets, and will vest the Buyer with all right, title and interest of the Debtors in and to the Acquired Assets and Additional Assets, free and clear of all Claims, except as otherwise provided in this Sale Order. The consummation of the Sale Transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) of the Bankruptcy Code

and all of the applicable requirements of such sections have been complied with in respect of the Sale Transaction.

S. Power and Authority. The Debtors, through Mr. Morgan, (i) have full corporate power and authority to execute the APA and all other documents contemplated thereby, and the Sale Transaction has been duly and validly authorized by all necessary corporate action of the Debtors, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the APA, and (iii) upon entry of this Sale Order, other than any consents identified in the APA, needs no consent or approval from any other person to consummate the Sale Transaction.

T. Title to the Acquired Assets and Additional Assets. The Acquired Assets and Additional Assets constitute property of the Debtors' estates and good title is vested in the Debtors' estate within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owners of the Acquired Assets and Additional Assets, and no other person has any ownership right, title, or interests therein.

U. Valid and Binding Contract. The APA is a valid and binding contract between the Debtors and the Buyer and shall be enforceable pursuant to its terms. The APA was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or

under laws of the United States, any state, territory, possession or the District of Columbia. The APA and the Sale Transaction itself, and the consummation thereof, shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, any chapter 7 or chapter 11 trustee appointed in these chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

V. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. The sale of the Acquired Assets must be approved and consummated promptly in order to preserve the value of the Acquired Assets. Therefore, time is of the essence in consummating the Sale Transaction, and the Debtors and the Buyer intend to close the Sale Transaction on May 24, 2019 or as soon as reasonably practicable thereafter. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the APA. Accordingly, there is sufficient cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regards to the transactions contemplated by this Sale Order.

W. Legal and Factual Bases. The legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein.

NOW THEREFORE, IT IS ORDERED THAT:

1. **Motion is Granted**. The Sale Motion and the relief requested therein is granted and approved as set forth herein.

2. **Objections Overruled**. All objections, if any, to the Sale Motion or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits or resolved, as reflected on the record at the Sale Hearing or as provided by this Sale Order. For the reasons set forth on the record, the Objection of Schafer and Weiner, PLLC [Docket No. 438] to the Sale Motion is overruled.

3. **Notice**. Notice of the Sale Motion, Sale Transaction, and Sale Hearing was fair and equitable under the circumstances and complied in all respects with the Bidding Procedures Order and section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

4. **Fair Purchase Price**. The consideration provided by the Buyer under the APA and this Sale Order, which consists of a credit bid of the full

amount of the DIP Loan Balance plus the consideration as described in paragraph 2.1(ii), (iii), and (iv), is fair and reasonable and constitutes (i) reasonably equivalent value under the Bankruptcy Code and the Uniform Voidable Transactions Act, (ii) fair consideration under the Uniform Voidable Transactions Act, and (iii) reasonable equivalent value, fair consideration and fair value under any other applicable laws of the United States, any state, territory or possession or the District of Columbia.

5. **Approval of the APA**. Except as otherwise provided by this Sale Order, the APA, the Related Agreements, the Sale Transaction contemplated therein (including but not limited to all ancillary agreements contemplated thereby) and all of the terms and conditions thereof are hereby approved. The failure specifically to include any particular provision of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA (including, but not limited to, all Related Agreements and ancillary agreements contemplated thereby) be authorized and approved in its entirety.

6. **Consummation of Sale Transaction**. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors, as well as its officers, employees and agents, are authorized to execute, deliver and perform their obligations under and comply with the terms of the APA and

the Related Agreements and to consummate the Sale Transaction, pursuant to and in accordance with the terms and conditions of the APA and this Sale Order.

7. **Additional Instruments and Documents**. The Debtors and their respective officers, employees and agents, are authorized to execute and deliver, and authorized to perform under, consummate and implement all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and to take all further actions as may be (a) reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to possession, the Acquired Assets or (b) necessary or appropriate to the performance of the obligations contemplated by the APA, all without further order of the Court.

8. **Turnover of Acquired and Additional Assets**. All persons currently in possession of some or all of the Acquired Assets or Additional Assets are hereby directed to surrender possession of such Assets to the Buyer as of the Closing. To the extent required by the APA, the Debtors agree to exercise commercially reasonable efforts to assist the Buyer in assuring that all persons that are presently, or on the applicable Closing Date may be, in possession of some or all of the Acquired Assets will

surrender possession of the Acquired Assets to either (i) the Debtors before the applicable Closing Date or (ii) the Buyer on or after the applicable Closing Date.

9. **Governmental Authorities**. Each and every federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

10. **Transfer of Assets Free and Clear**. Pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Acquired Assets and Additional Assets in accordance with the terms of the APA and this Sale Order. Except as otherwise provided in this Sale Order, the Acquired Assets and Additional Assets shall be transferred to the Buyer, and upon the Closing, such transfer shall: (a) be valid, legal, binding and effective; (b) vest the Buyer with all right, title and interest of the Debtors in the Acquired Assets and Additional Assets; and (c) be free and clear of all Claims (including Claims of any governmental authority) in accordance with section 363(f) of the Bankruptcy Code, with all Claims that represent interests in any of the

Acquired Assets and Additional Assets to attach to the net proceeds of the Sale Transaction, in the same amount and order of their priority, with the same validity, force and effect which they have against the Acquired Assets and the Additional Assets, and subject to any claims and defenses the Debtors may possess with respect thereto in each case immediately before the Closing.

11. **Holders of Claims Barred And Enjoined**.. Except as otherwise provided in the APA or this Sale Order, all persons (and their respective successors and assigns) including, without limitation, the Debtors, the Debtors' estates, all debt security holders, equity security holders, governmental, tax and regulatory authorities, prepetition lenders, employees, former employees, trade creditors and any other creditors holding Claims against the Debtors, the Acquired Assets or Additional Assets, are hereby forever barred, estopped and permanently enjoined from asserting or pursuing such Claims against the Buyer, its affiliates, successors or assigns, its property or the Acquired Assets, including, without limitation, taking any of the following actions with respect to a Claim (other than Assumed Liabilities after the Closing Date): (a) commencing or continuing in any manner any action or other proceeding against the Buyer, its affiliates, successors or assigns, assets or properties; (b) enforcing,

attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Buyer, its affiliates, successors or assigns, assets, or properties; (c) creating, perfecting, or enforcing any Claims against the Buyer, its affiliates, successors or assigns, assets or properties; (d) except as otherwise authorized in accordance with the terms of the Assigned Contracts and as provided by Paragraph 32 of this Sale Order, asserting a Claim as a setoff, right of subrogation or recoupment of any kind against any obligation due the Buyer or its affiliates, successors or assigns; (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Sale Order or the agreements or actions contemplated or taken in respect thereof; or (f) with respect to Assumed Leases, refusing to allow the Buyer to exercise future options or extensions under the Assumed Leases based on alleged past defaults by the Debtors under such Assumed Leases. No such persons shall assert or pursue against the Buyer or its affiliates, successors or assigns any such Claim.

12. **Release of Claims as of Closing; Recording Officers**. This Sale Order (a) shall be effective as a determination that, as of the Closing, except as otherwise provide in this Sale Order, all Claims have been unconditionally released, discharged and terminated as to the Buyer and

the Acquired Assets and the Additional Assets, and that the conveyances and transfers described herein have been effected, and (b) is and shall be binding upon and govern the acts of all persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments that reflect that the Buyer is the assignee and owner of the Acquired Assets and Additional Assets free and clear of all Claims, or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as "Recording Officers"). All Recording Officers are authorized and specifically directed to strike recorded encumbrances, claims, liens and other interests against the Acquired Assets and Additional Assets recorded prior to the date of this Sale Order. A certified copy of this Sale Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, claims liens and other interests against the Acquired Assets recorded prior to the date of the Sale Order. All Recording Officers are hereby directed to accept for filing any and all of the

documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.

13. **No Interference in Buyer's Use and Enjoyment of the Acquired and Additional Assets**. Following the Closing, no holder of any Claim shall interfere with the Buyer's title to or use and enjoyment of the Acquired Assets and Additional Assets based on or related to any such Claim or based on any actions the Debtors may take in these chapter 11 cases.

14. **Buyer Not Liable for Claims**. Except as expressly set forth in the APA and this Sale Order, the Buyer and its affiliates, successors and assigns shall have no liability for any Claim as defined or described in Recital N of this Sale Order.

15. **Sale Order Recordable**. If any person that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Claims against or in the Debtors or the Acquired Assets or Additional Assets shall not have delivered to the Debtors prior to the Closing of the Sale Transactions, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, release of all interests which the person has with respect to the Debtors or the Acquired Assets or Additional Assets or otherwise, then with

regard to the Acquired Assets or Additional Assets that are acquired by the Buyer pursuant to the APA and this Sale Order (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, release and other documents on behalf of the person with respect to the Acquired Assets and (b) the Buyer is hereby authorized to file, register or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against the Acquired Assets and Additional Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.

16. **Sale Order Constitutes a General Assignment**. On the Closing Date, this Sale Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Acquired Assets and Additional Assets acquired under the APA or this Sale Order or a bill of sale or assignment transferring good and marketable title and interest in all of the Acquired Assets and Additional Assets to the Buyer. Provided as to any Venus Assigned Assets, the sale, thereof shall be governed by the Go-Forward Agreement as stated in Recital Q.

17. **Licenses and Permits**. To the maximum extent available under applicable law and to the extent provided for under the APA, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Acquired Assets and Additional Assets and, to the maximum extent available under applicable law and to the extent provided for under the APA, all such licenses, permits, registration and governmental authorizations and approvals are deemed to have been transferred to the Buyer as of the Closing Date.

18. **No Successor or Other Derivative Liability**. By virtue of the Sale Transaction, the Buyer and its affiliates, successors and assigns, shall not be deemed or considered to: (a) be a legal successor, or otherwise be deemed a successor to the Debtors; (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be a continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or its estate, businesses or operations, or any enterprise or operations of the Debtors, in each case by any law or equity, and the Buyer has not assumed nor is it in any way responsible for any liability or obligation of the Debtors or the Debtors' estates, except as expressly set forth in the APA. The Buyer and its affiliates, successors and assigns shall have no

successor, transferee or vicarious liability of any kind or character, including, without limitation, under any theory of foreign, federal, state or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, regulation or doctrine, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, without limitation, liabilities on account of any taxes or other governmental authority fees, contributions or surcharges, in each case arising, accruing or payable under, out of, in connection with, or in any way relating to, the operation of the Acquired Assets and Additional Assets prior to the Closing Date or arising based on actions of the Debtors taken after the Closing Date.

19. **Assumption and Assignment of Assigned Contracts**. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Assigned Contracts to the Buyer or its permitted assignee free and clear of all Claims except as otherwise provided in this Sale Order, and to execute and deliver to the Buyer or its permitted assignee such documents or other instruments as

may be necessary to assign and transfer the Assigned Contracts to the Buyer or its permitted assignee as provided in the APA. Upon the Closing, the Buyer or its permitted assignee shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assigned Contracts and Leases and, pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liability with respect to the Assigned Contracts. The Buyer acknowledges and agrees that from and after the Closing, subject to and in accordance with the APA, it shall comply with the terms of the Assigned Contracts in their entirety, including any indemnification obligations expressly contained in such Assigned Contracts that could arise as a result of events or omissions that occur only from and after the Closing, unless any such provisions are not enforceable pursuant to the terms of this Sale Order.

20. **Cure of Defaults**. All Cure Amounts shall be determined and paid by the Buyer and shall be in full satisfaction and cure of any and all defaults under the Assigned Contracts and Leases, whether monetary or nonmonetary. Except as otherwise provided in this Sale Order, each non-debtor party to the Assigned Contracts is forever barred, estopped and permanently enjoined from asserting against the Debtors or their Buyer, their affiliates, successors or assigns or the property of any of them, any

default existing as of the date of the Sale Hearing if such default was not raised or asserted prior to or at the Sale Hearing. All Cure Amounts shall be paid by the Buyer. An Adjourned Cure Objection may be resolved after the Closing Date. Unless otherwise agreed with the counterparty to an Assigned Contract, Cure Amounts shall be paid by the Buyer within five (5) business days after entry of this Sale Order. For the avoidance of doubt, nothing in this Sale Order shall relieve the Buyer from paying the applicable Cure Amounts.

21. **Ipso Facto And Similar Clauses Ineffective**. The Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Buyer or its permitted assignee in accordance with its respective terms, including all obligations of the Buyer as the assignee of an Assigned Contract, notwithstanding any provision in the Assigned Contract (including, without limitation, those of the type described in sections 365(e)(1) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer or that requires a debtor in possession or a trustee to assume and assign an Assigned Contract by a date certain and otherwise provides for automatic rejection of such Assigned Contract. The Buyer shall be entitled to operate under the Assigned Contracts in all ways necessary to operate a FDA-cleared, non-

invasive laser treatment business under the name of "Light RX", "Light RX Face & Body" or such other trade name as the Buyer may choose to use.

22. **No Defaults under Assigned Contracts**. Upon the Debtors' assignment of the Assigned Contracts to the Buyer under the provisions of this Sale Order, no default shall exist under any Contract or Lease, and no counterparty to any Contract or Lease shall be permitted to declare a default against the Debtors or the Buyer otherwise take action against the Buyer as a result of any Debtors' financial condition, bankruptcy or failure to perform any of its obligations under the Contract or Lease.

23. **Statutory Mootness**. The Sale Transaction contemplated by the APA is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein of the Sale Transaction shall neither affect the validity of the Sale Transaction nor the transfer of the Acquired Assets and Additional Assets to the Buyer, free and clear of Claims, unless such authorization is duly stayed before the Closing pending such appeal.

24. **No Avoidance of APA**. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the APA to be avoided or costs and damages to be imposed under section 363(n) of the

Bankruptcy Code. Accordingly, the APA and the Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the APA or the Sale Transaction.

25. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Any party objecting to this Sale Order must exercise due diligence in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing, or risk its appeal will be foreclosed as moot.

26. **Binding Effect of Sale Order**. The terms and provisions of the APA and this Sale Order shall be binding in all respects upon, or shall inure to the benefit of, the Debtors, their estates and creditors, the Buyer, and their respective affiliates, successors and assigns, and any affected third parties, including all persons asserting Claims, notwithstanding any subsequent appointment of any trustee, examiner or receiver under any

chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner or receiver and shall not be subject to rejection or avoidance by the Debtors, their estate, creditors or any trustee, examiner or receiver.

27. **Conflicts; Precedence**. In the event that there is a direct conflict between the terms of this Sale Order and the terms of (a) the APA, or (b) any other order of this Court, the terms of this Sale Order shall control, provided that solely as a term relates to the Venus Assigned Assets, the terms of the Go-Forward Agreement and Settlement Agreement shall control. Nothing contained in any chapter 11 plan hereinafter confirmed in these chapter 11 cases, or any order confirming such plan, shall conflict with or derogate from the provisions of the APA or the terms of this Sale Order.

28. **Modification of APA.** The APA, the Related Agreements and any other agreements, documents or other instruments, may be modified, amended or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of the Court; provided that: (i) any such modification, amendment or supplement does not materially change the terms of this Sale Order, the APA or any related agreements, documents or other instruments; and (ii)

such modification does not affect the Venus Assigned Assets, unless Venus has consented in writing to such modification, amendment or supplement.

29. **Bulk Sales**. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the APA, the Sale Motion or this Sale Order.

30. **Retention of Jurisdiction**. This Court shall retain exclusive jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of this Sale Order and the APA, all amendments thereto, any waivers and consents thereunder (and of each of the agreements executed in connection therewith), to adjudicate disputes related to this Sale Order or the APA (and such other related agreements, documents or other instruments) and to enforce the injunctions set forth herein.

31. **Cynosure Settlement**. On May 17, 2019, Cynosure, Inc. ("Cynosure") filed the *Objection to Sale Motion and Cure Notice* [Doc. No. 439] (the "Cynosure Objection") wherein it asserted certain objections to the Sale Motion. The Cynosure Objection is resolved as follows:

a. The Debtors acknowledge that the 38 body contouring systems that were sold by Cynosure to American Aesthetic

Equipment, LLC prior to the Petition Date and that remain in the Debtors' possession (the "SculpSure Systems") constitute the entirety of the Cynosure branded equipment remaining in their possession, and that the SculpSure Systems are subject to Cynosure's valid, properly perfected, purchase money security interest.

b. Notwithstanding any language to the contrary in the Sale Motion, the APA or this Sale Order, the SculpSure Systems shall not be Acquired Assets or Additional Assets sold to Buyer and any leases or contracts entered into between Cynosure and the Debtors shall not be assigned to Buyer as Assigned Contracts under this Sale Order.

c. Cynosure is hereby granted relief from the automatic stay set forth in section 362(a) of the Bankruptcy Code, and title to the SculpSure Systems is hereby transferred to Cynosure, without the need for any further documentation of any kind, pursuant to section 9-624 of the Uniform Commercial Code, MCL 440.9624. Cynosure shall be vested with all right, title and interest of the Debtors in and to the SculpSure Systems free and clear of all liens, claims and interests of or through the Debtors.

d. Cynosure retains the right to file an unsecured proof of claim against the Debtors' bankruptcy estates on account of amounts

owed by the Debtors (the "Cynosure Indebtedness"). Pursuant to section 9-620 of the Uniform Commercial Code, MCL 440.9620, Cynosure shall accept full ownership of the SculpSure Systems in partial satisfaction of the Cynosure Indebtedness. Any proof of claim filed by Cynosure in these bankruptcy cases will reflect a reduction in the Cynosure Indebtedness as follows: (i) $55,000 for each SculpSure System, and (ii) $75,000 for each SculpSure System with submental upgrade.

e. Effective upon the Closing, Cynosure shall lease to the Buyer 25 SculpSure Systems pursuant to, and subject to the terms of, that certain *Equipment Lease Agreement* entered into between Cynosure and the Buyer. Approval of the Cynosure settlement as set forth in this paragraph is an express condition precedent to the validity of the *Equipment Lease Agreement.* Cynosure's rights with respect to the Buyer under the *Equipment Lease Agreement* shall not be subject to any release of claims in favor of the Buyer pursuant to this Sale Order.

f. The Debtors, on behalf of themselves and their estates, waive and release Cynosure and its affiliates from any and all claims or causes of action of any kind or nature, including any claims or

causes of action under chapter 5 of the Bankruptcy Code, that could have been asserted against Cynosure or its affiliates, whether known or unknown, and whether arising prior to or after the Petition Date.

g. The Cynosure Objection shall be deemed withdrawn in its entirety.

32. **Covenants; Surviving Obligations**. Notwithstanding anything to the contrary contained in this Sale Order and the APA, Buyer agrees to take the applicable Assigned Contracts subject to, and to assume, abide by, and honor: (i) all monetary obligations (including, without limitation, the payment of all rent, maintenance charges and any and all other charges or assessments) payable under each Assigned Contract; (ii) all the terms, conditions, covenants and obligations to be performed by Buyer under each Assigned Contract; and (iii) the terms, conditions, and restrictions set forth in any easements, reciprocal easement agreements, operating or redevelopment agreements, ground leases, covenants, licenses, permits or other similar encumbrances applicable to the leased premises of each Assigned Contract (collectively, the "Covenants"), in the case of each of (i) - (iii), from and after the date of assignment of the Assigned Contracts. Buyer further agrees to take the applicable Assigned Contracts subject to, and to assume, abide by, and honor, all obligations and amounts payable

under the applicable Assigned Contracts and Covenants that are not yet known, liquidated or due and owing thereunder (the "Surviving Obligations"), which will be billed in the ordinary course (for example, and not by way of limitation, common area maintenance, taxes, other ordinary course adjustments for accrued but unbilled amounts), whether or not such obligations or amounts relate to the period prior to the date of assignment of the applicable Assigned Contract. For the avoidance of doubt, (i) Buyer shall take subject to, assume, honor, and abide by the applicable indemnification obligations under the Assigned Contracts and Covenants (except with respect to amounts that are presently known, liquidated and due and owing, which shall be treated as a Cure Amount) and (ii) Buyer shall be responsible for any obligations related to the period prior to the date of assignment of the applicable Assigned Contracts, but that are not yet known, liquidated and due and owing as of such date For avoidance of doubt, for purposed of this Paragraph 32, the term "and" means "and" and not "or". Except as to the treatment of a Cure Amount as agreed to between Buyer and the Assignee of an Assigned Contract, nothing contained in this paragraph 32 is intended, nor shall it be construed, to create any Covenants or Surviving Obligations not specifically contained in

the Assigned Contracts being assigned to Buyer under this Sale Order and APA.

33. Notwithstanding anything to the contrary in this Sale Order, the APA, the Bidding Procedures Order, or Notice of Assumption and Assignment, in the event that the Buyer (or its direct or indirect affiliates or subsidiaries ("Buyer Parties") entered into a settlement, amendment, or other side letter agreement with a landlord ("Landlord Agreement") that by its terms governs one or more terms of the assumption and assignment of the leases in this case, including the time and amount of payments of cure amounts, the relationship between Buyer Parties and their respective landlord shall be governed and determined by the terms and the conditions of the applicable Landlord Agreement, which shall supersede and control and inconsistent terms or provisions of this Order.

34. Prior to closing, Debtors will file a supplement identifying the name of each Buyer entity that is the assignee of each lease.

35. Notwithstanding anything in this Sale Order or the APA to the contrary, nothing in this Sale Order or the APA shall prejudice any rights, claims and interests that BCV Partners, LLC has or may have under the License Agreement dated November 1, 2017 with Debtor Body Contour Ventures, LLC.

36. In resolution of the Objection of Fedor Fedorov ("Fedorov") to the Sale Motion [Docket No. 423 and 464], Fedorov shall receive $140,000, to be paid as soon as possible by the Debtors or any subsequently appointed trustee, first, in the amount of $71,500, from the proceeds of the Debtors' settlement with Merz North America, Inc., and second, the remaining amount of $68,500 from the proceeds of the anticipated settlements of the Debtors with ML Factors and Alpha, with such amounts promptly being remitted to Fedorov upon Debtors' or Debtors' estates' receipt of the same, or any other source if the anticipated settlements with ML Factors or Alpha are not available for any reason, and in such case, with such amounts to promptly being remitted to Fedorov upon Debtors' or Debtors' estates' receipt of the same. Mr. Fedorov shall further promptly receive one-half of any gross proceeds arising from any recovery in Debtors' pending adversary proceeding against Med Auction or any other related proceeding arising therefrom. The Debtors and any successor trustee agree to reasonably consult with Mr. Fedorov with respect to any settlement that may arise in the Med Auction adversary proceeding or any other related proceeding arising therefrom. Mr. Fedorov agrees to promptly withdraw his Motion for Relief from Stay filed at Docket No. 461. Mr. Fedorov hereby waives all claims against the Debtors' estates, including

any alleged unsecured and secured claims, other than any claims arising from the Debtors' and Debtors' estates' obligation to pay Mr. Fedorov $140,000, and one-half of any gross proceeds arising from any recovery in Debtors' pending adversary proceeding against Med Auction or any other related proceeding arising therefrom, pursuant hereto. The Debtors hereby agree to waive any and all claims against Mr. Fedorov arising under Chapter 5 of the Bankruptcy Code or otherwise, and such waiver shall be binding on any subsequently appointed trustee, in this Chapter 11 case or in the case of conversion to a Chapter 7 case. As further consideration to Mr. Fedorov to resolve his Objection to the Sale Order and allow the sale of the Acquired Assets and Additional Assets to Buyer to be free and clear of all liens and security interests he has or may have in and to such assets, Buyer agrees to issue to Mr. Fedorov, or an entity of his choosing, two membership units in Buyer as soon as is reasonably practicable following the Closing, with the same attributes (voting rights, conditions, transfer restrictions, etc.) that exist upon already issued membership units in Buyer pursuant to the Buyer's Operating Agreement.

37. With respect the anticipated remaining funds of the estate after the payment to Mr. Fedorov and the payment of the accrued but unpaid post-petition, pre-Closing operating expenses incurred by the Debtors,

which are estimated to be not less than $85,000, such funds shall be earmarked, in equal amounts of 1/3, specifically for the payment of: (a) administrative expenses necessarily incurred by the estates' professionals in the drafting, filing, confirmation, and consummation of a Plan of Liquidation; (b) an initial deposit into a Liquidating Trust that shall be established by the Plan of Liquidation for the benefit of unsecured and other creditors of the Debtors' estates; and (c) any other unpaid administrative expenses.

Signed on May 23, 2019

/s/ Phillip J. Shefferly

Phillip J. Shefferly
United States Bankruptcy Judge

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

2019CV2311002880
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

11/26/19
2:00

Sherry A Lee
1421 Roper Mountain Red #278
Greenville, SC 29615
(864) 867-8601
PLAINTIFF(S)

Served 10-4-19

Vs

Light Rx-Greenville
1125 Woodruff Rd Buildng N Ste
210B
Greenville, SC 29607
DEFENDANT(S)

TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

Gantt - Summary Court
1103 White Horse Rd
Greenville, SC 29605
Phone: (864) 277-4429
Fax:

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. **If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial.** If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:

JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

September 6, 2019

MV38 SCCA/700 (Amended 12/2015)

IN THE MAGISTRATE'S COURT

COUNTY OF Greenville

Sherry A. Lee
PLAINTIFF

1421 Rapie Mountain Rd. Apt 278
STREET ADDRESS

Greenville SC. 29615
CITY, STATE ZIP

864-867-8601
TELEPHONE

Mailing Address
575 Castle Rising Rd. Apt 3F
Fayetteville N.C. 28314

VS.

Light Rx - Greenville
DEFENDANT(S)

1125 Woodruff Rd. bild N ste 210B
STREET ADDRESS

Greenville SC. 29607
CITY, STATE ZIP

864-558-2202 / 844-887-5992
TELEPHONE

COMPLAINT

I, Sherry A. Lee, the plaintiff in this civil action do make the following claims:

1. I believe this Complaint is properly filed in Greenville County.

2. I make this complaint on the following: Letter and photos attached.

(Attach supplement if necessary).

3. I believe, because of the above information, that I am entitled to and do request a judgment for $ 700.00 and/or the following other relief: 2 packages, scratches & scars, court fees, clothes and bedding also time, pain & suffering including any costs resulting in this action.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Dated: 9-6-19

Sherry A. Lee
Signature of Plaintiff (or his attorney)

Gantt Summary Court
FILED
SEP 06 2019

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)
Sherry A. Lee)
PLAINTIFF(S))
VS.)
Light Rx of Greenville)
DEFENDANT(S).)

IN THE MAGISTRATE'S COURT

SUMMONS

TO THE DEFENDANT Light Rx :

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within ___ days from the first day after receipt of this summons. Your answer must be received by the Magistrate's Court located at:

Greenville County Magistrate
1103 White Horse Rd.
Greenville, SC 29605

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs.

If you desire a jury trial, you must request one within five (5) days before the date of trial. If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand, this ____ day of _____, _____.

Gantt Summary Court
FILED
SEP 06 2019

MAGISTRATE

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)

September 05, 2019

To whom it may concern,

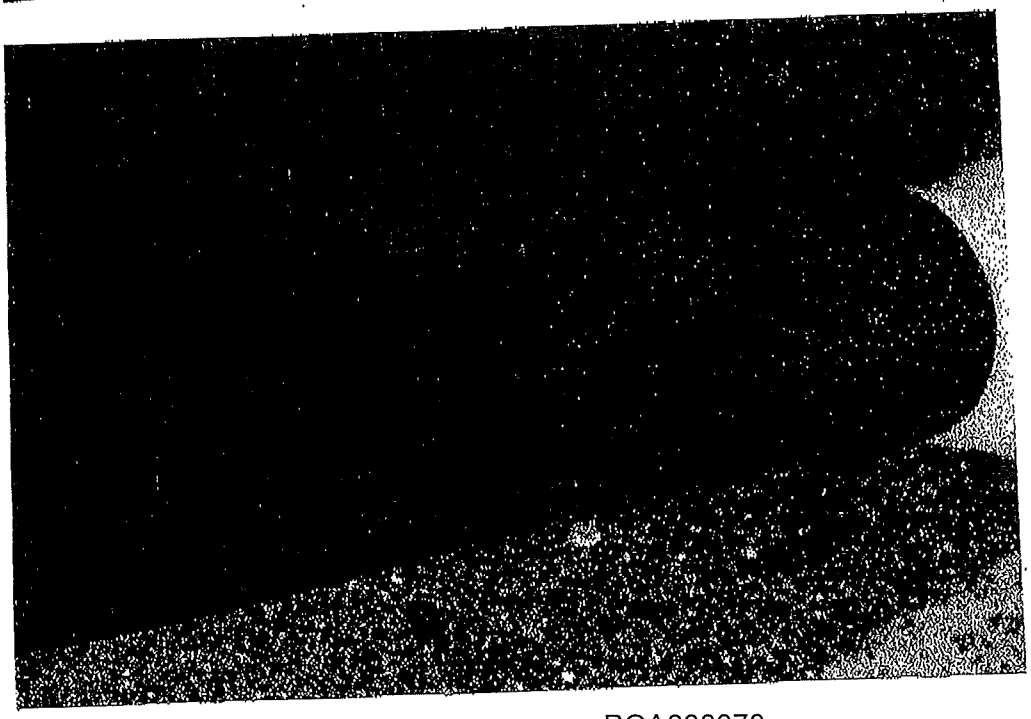
I Sherry A. Lee purchased 2 packages from LightRx in Greenville, SC. One was the Venus Legacy and the other one was Laser Hair Remover. On the date of 3/19/2019 I had 2 appointments with LightRx. The first was the Laser hair remover with a technician named Susan. I don't know her last name. Susan notice I didn't shave and proceeded to shave my legs and I asked her aren't you going to wet and put soap on my legs and she said she didn't need to and proceeded to shave my legs. I told her to stop because she was scratching my legs up causing them to bleed and blood got on the table. I asked her for paper towel to clean my legs and the table. She was typing on the computer, but when she turn around to hand me the paper towel she saw all the blood and apologized. Susan then asked to do the Venus legacy and I told her no because my nerves were getting out of control. I have photos of my legs. I had other appointment that day which made it very difficult due to weather still being cold and I wore a white jogging suit. I couldn't wear the pants out because of the bleeding on my legs. On the way out of the office I talk with the manager Heather? I don't know her last name and told her what happened and she asked me to send photos to her and I did. I spoke with Heather several times even getting a number of the legal team for the company after requesting it. The number was just an appointment line. This is (877)721-4547. I had the Legal Shield try 3 letters of attempts which was unsuccessful due to no respond. I'm asking for $7000.00 for the 2 packages in full refund

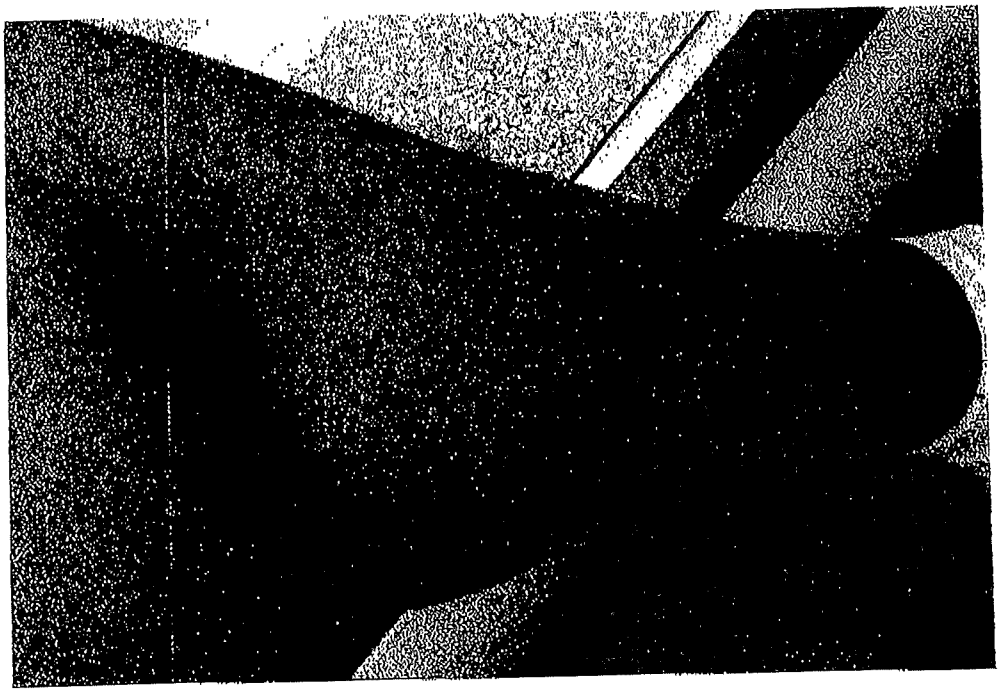
plus interest, the scratches and scars left on my legs, pain and suffering, cleaning of my clothes and beddings and time spend getting this matter resolve. In help in this matter would be greatly appreciated.

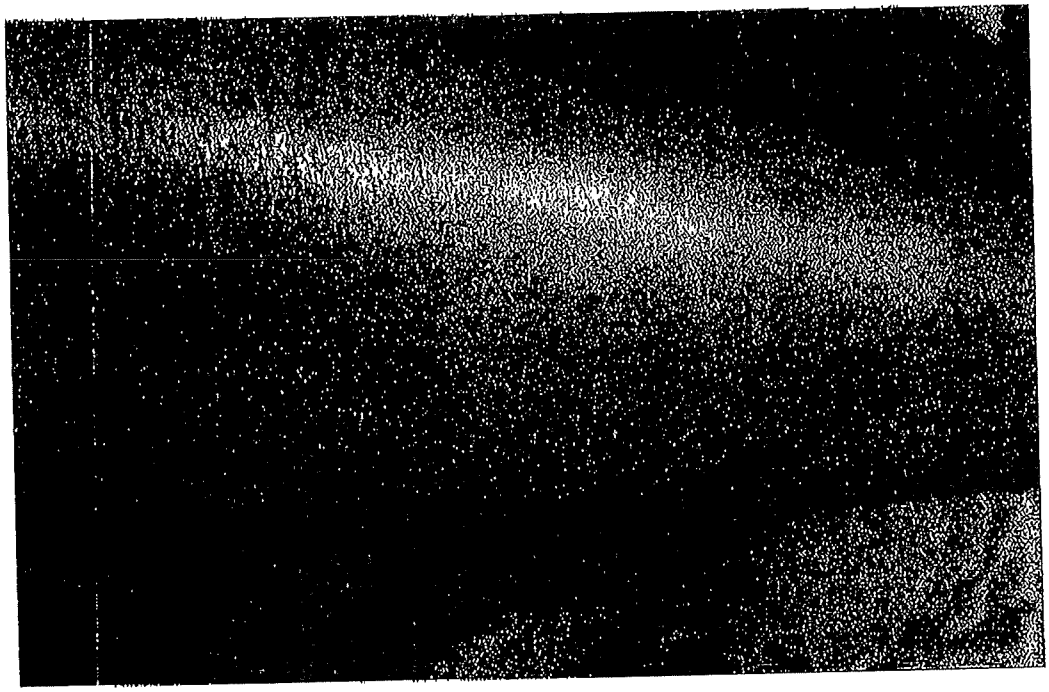
Sincerely Yours,

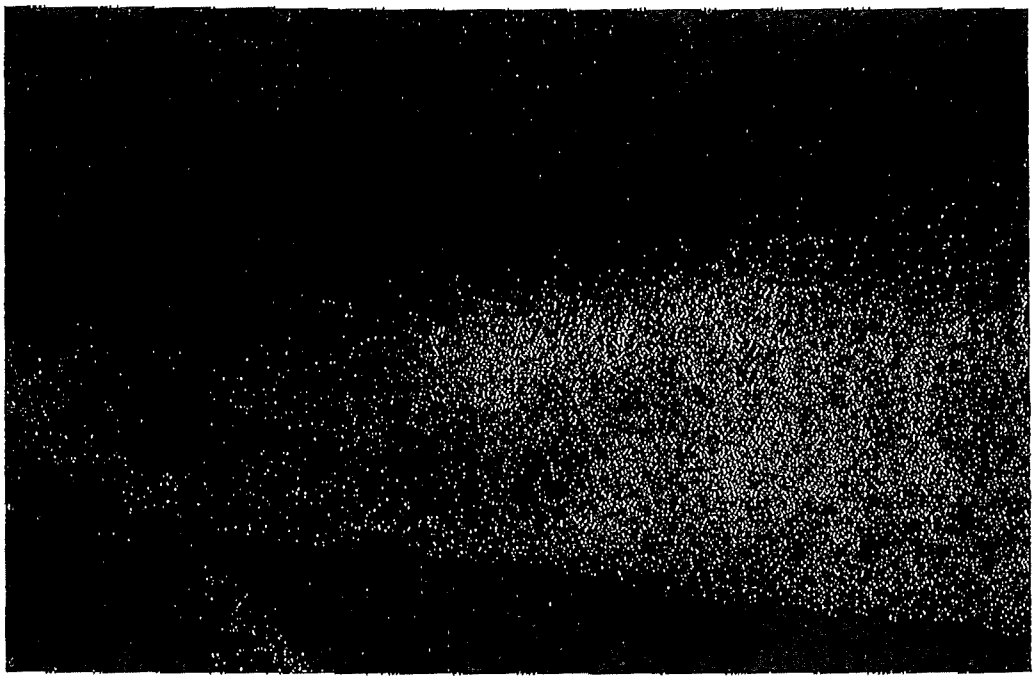
Sherry A. Lee

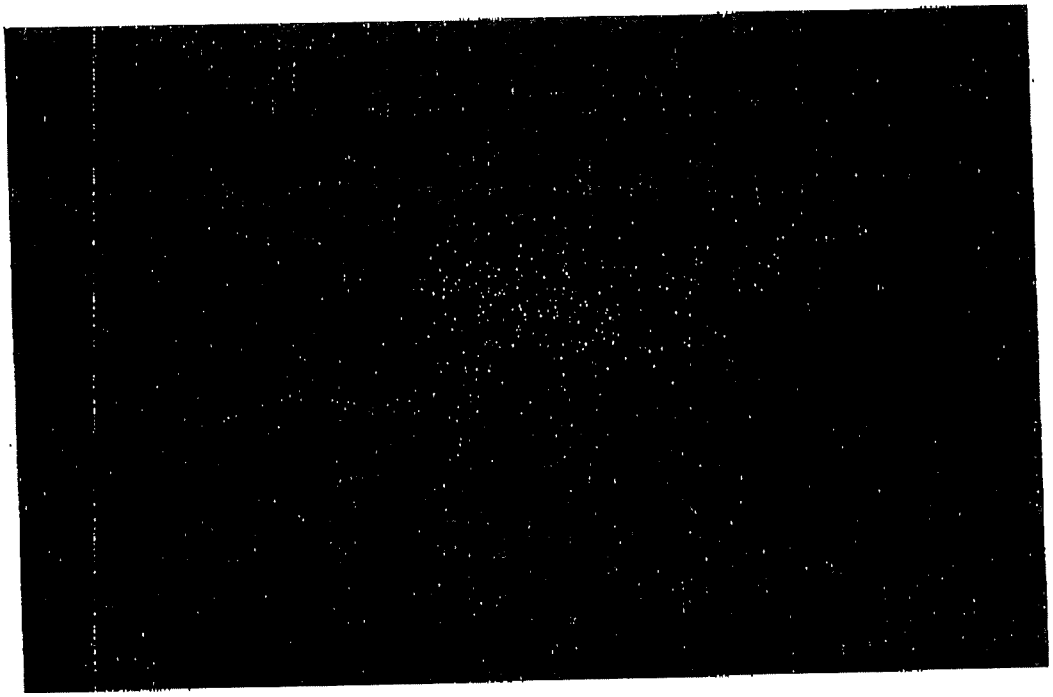
Sherry A. Lee











AFTER VISIT SUMMARY

GREENVILLE HEALTH SYSTEM

Sherry A. Lee MRN: 970209524

3/22/2019 MD360-Greer 864-989-4609

Instructions

Your personalized instructions can be found at the end of this document.

Your medications have changed

START taking:
mupirocin 2 % ointment (BACTROBAN)

Review your updated medication list below.

Pick up these medications at Publix #0530 Woodruff - GREENVILLE, SC - 1750 WOODRUFF RD.

mupirocin
Address: 1750 WOODRUFF RD, GREENVILLE SC 29607
Phone: 864-987-7086

Follow up with MD360-Greer

Why: If symptoms worsen
Specialty: Urgent Care
Contact: 1305 S. Suber Road
Greer South Carolina 29650-0943
864-989-4609
** From Spartanburg **
Take I-85 S toward Greenville - 8.9 miles
Take exit 56-57 for S Carolina 14 toward GSP Airport/Greer/Pelham - 0.4 miles
Take exit 56 on the left for S Carolina 14 W toward Greer - 0.9 miles
Merge onto SC-14 W - 2.2 miles
Turn left onto S-23-540/E Suber Rd - 1.8 miles

** From Anderson **
Take I-85 N toward Greenville - 26.3 miles
Take exit 54 for Pelham Road - 0.3 miles
Turn left onto Pelham Rd - 0.2 miles
Turn right onto The Parkway - 1.0 miles
Turn left onto S Batesville Rd - 1.7 miles
Turn right onto S-23-94/Old Spartanburg Rd, continue to follow S-23-94 - 0.9 miles
Turn left onto S-23-540/S Suber Rd - 0.1 miles

What's Next

You currently have no upcoming appointments scheduled.

Treatment Team

You were seen by Elizabeth Grier Barrett, MD.

Today's Visit

Reason for Visit
bilateral leg irritation

Diagnosis
Excoriation of lower leg, initial encounter

Your End of Visit Vitals

Blood Pressure 137/87	Temperature (Oral) 97.7 °F
Pulse 83	Respiration 16
Oxygen Saturation 98%	

MyChart Sign-Up

Send messages to your doctor, view your test results, renew your prescriptions, schedule appointments, and more.

Go to https://mychart.ghs.org/MyChart, click 'Sign Up Now', and enter your personal activation code: 5HBSV-S4DZZ-9TRGF. Activation code expires 4/21/2019.

Your Prescription Receipt

LEE, SHERRY
1201 AZALEA HILL DRIVE
GREENVILLE, SC 29607
(864) 867-8601 DOB: 07/10/1967

Publix Pharmacy# 0530
1750 WOODRUFF RD
GREENVILLE, SC 29607

Phone# (864) 967-7088

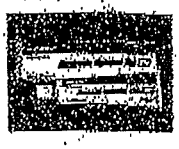
Rx: 6924890 New
Filled: 03/22/19

MUPIROCIN 2% OINTMENT
NDC: 45802-0112-22 Mfg:PERRIGO CO.
Qty: 22 Days: 10
No Refills. Auth Required.
ELIZABETH BARRETT

Primary Ins. CIGNA COMMERCIAL
Primary Ref. # A210481029 9431

Your plan(s) have saved you $11.84

Your Medication
NDC# 45802-0112-22
Side 1 -
Side 2 -
Form: ointment
Shape:
Color: white



AMOUNT DUE: $6.11

CALL YOUR DOCTOR FOR MEDICAL ADVICE ABOUT SIDE EFFECTS. YOU MAY REPORT SIDE EFFECTS TO THE FDA AT 1-800-FDA-1088.

uctions

Scrapes (Abrasions): Care Instructions

Your Care Instructions

Scrapes (abrasions) are wounds where your skin has been rubbed or torn off. Most scrapes do not go deep into the skin, but some may remove several layers of skin.

Scrapes usually don't bleed much, but they may ooze pinkish fluid. Scrapes on the head or face may appear worse than they are. They may bleed a lot because of the good blood supply to this area.

Most scrapes heal well and may not need a bandage. They usually heal within 3 to 7 days. A large, deep scrape may take 1 to 2 weeks or longer to heal. A scab may form on some scrapes.

Follow-up care is a key part of your treatment and safety. Be sure to make and go to all appointments, and call your doctor if you are having problems. It's also a good idea to know your test results and keep a list of the medicines you take.

How can you care for yourself at home?

- If your doctor told you how to care for your wound, follow your doctor's instructions. If you did not get instructions, follow this general advice:
  - Wash the scrape with clean water 2 times a day. Don't use hydrogen peroxide or alcohol, which can slow healing.
  - You may cover the scrape with a thin layer of petroleum jelly, such as Vaseline, and a nonstick bandage.
  - Apply more petroleum jelly and replace the bandage as needed.
- Prop up the injured area on a pillow anytime you sit or lie down during the next 3 days. Try to keep it above the level of your heart. This will help reduce swelling.
- Be safe with medicines. Take pain medicines exactly as directed.
  - If the doctor gave you a prescription medicine for pain, take it as prescribed.
  - If you are not taking a prescription pain medicine, ask your doctor if you can take an over-the-counter medicine.

When should you call for help?

Call your doctor now or seek immediate medical care if:

- You have signs of infection, such as:
  - Increased pain, swelling, warmth, or redness around the scrape.
  - Red streaks leading from the scrape.
  - Pus draining from the scrape.
  - A fever.
- The scrape starts to bleed, and blood soaks through the bandage. Oozing small amounts of blood is normal.

Watch closely for changes in your health, and be sure to contact your doctor if the scrape is not getting better each day.

Where can you learn more?

Go to https://www.healthwise.net/patientEd.

Enter **A374** in the search box to learn more about "**Scrapes (Abrasions): Care Instructions**."

Current as of: September 23, 2018

514 MD360-GREER

1305 S.SUBER ROAD
GREER, SC 29650-0943
(864) 989-4609

--- APPROVED ---

Date	Mar 22 2019 7:20:01 AM
Type	Credit Card - Sale

Patient First Name	SHERRY
Patient Last Name	LEE
Patient ID	100547571
Epic MRN	970209524

Authorization Amount	$25.00
Authorization Code	745193
Card Holder Name	SHERRY LEE
Card Type	MC
Card Number	**********5609
Card Entry Mode	Swiped
Response Message Code	APPROVAL 000
Mode	Issuer

I AGREE TO PAY THE ABOVE AMOUNT ACCORDING TO MY CARD HOLDER AGREEMENT.

Thank you.

Gantt - Summary Court
1103 White Horse Rd
Greenville, SC 29605

AFFIDAVIT OF SERVICE

Personally appeared before me Paul Boston

who, being duly sworn, says that, on the 4 Day of Oct 2019

s/he served Heather Stamatkin

the defendant within named, the Summons and Complaint in this action, by delivering copies thereof to Heather

personally, and leaving the same with Heather

at 1125 Woodruff Rd Greenville SC 29607

the place of residence/work/other of said Defendant and Deponent is not a party to The action.

Paul Boston 11:47

Deputy Sheriff/Constable/Process Server

DATE 10-4-19

MV37

☐ COURT ORIGINAL

☐ DEFENDANT'S COPY

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE MAGISTRATE'S COURT
SUMMONS AND COMPLAINT

Sherry A Lee
1421 Roper Mountain Red #278
Greenville, SC 29615

PLAINTIFF(S)

VS

Light Rx-Greenville
1125 Woodruff Rd Buildng N Ste 210B
Greenville, SC 29607

DEFENDANT(S)

Trial will be scheduled approximately 30 days from date of service. You will be Notified by mail as to the date and time for trial.

DISPOSITION OF CASE

☐ PLAINTIFF PRESENT

☐ DEFENDANT PRESENT

☐ LIQUIDATED ACCOUNT

☐ UNLIQUIDATED ACCOUNT

☐ RULED FOR PLAINTIFF

$ _____ CLAIM

$ _____ COURT COST

$ _____ TOTAL

☐ RULED FOR DEFENDANT

☐ DEFAULT

☐ SETTLED

☐ OTHER _____

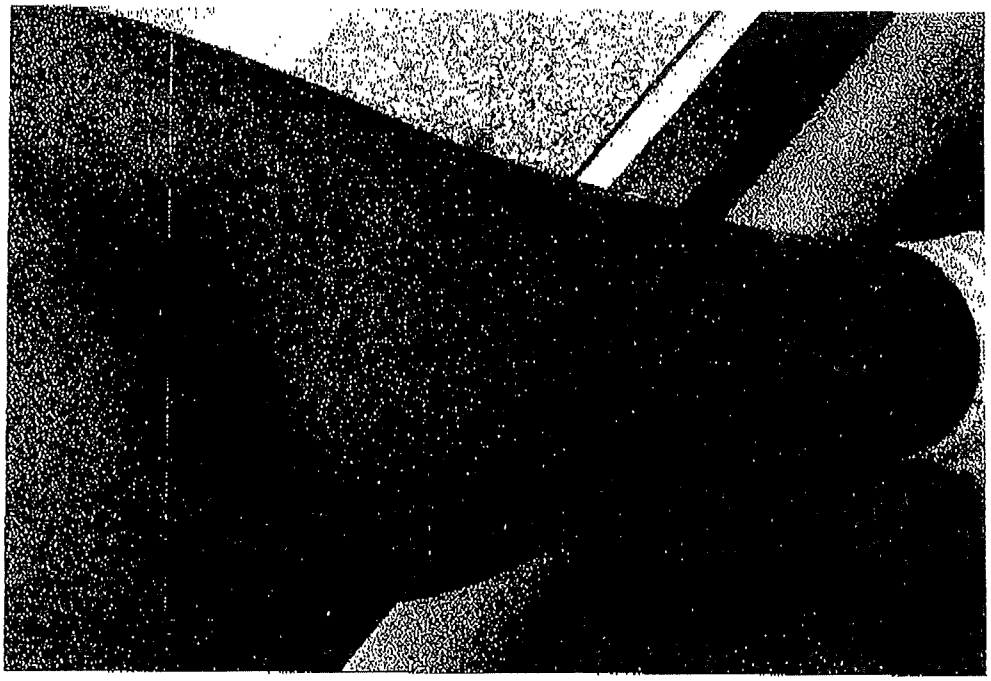
_____

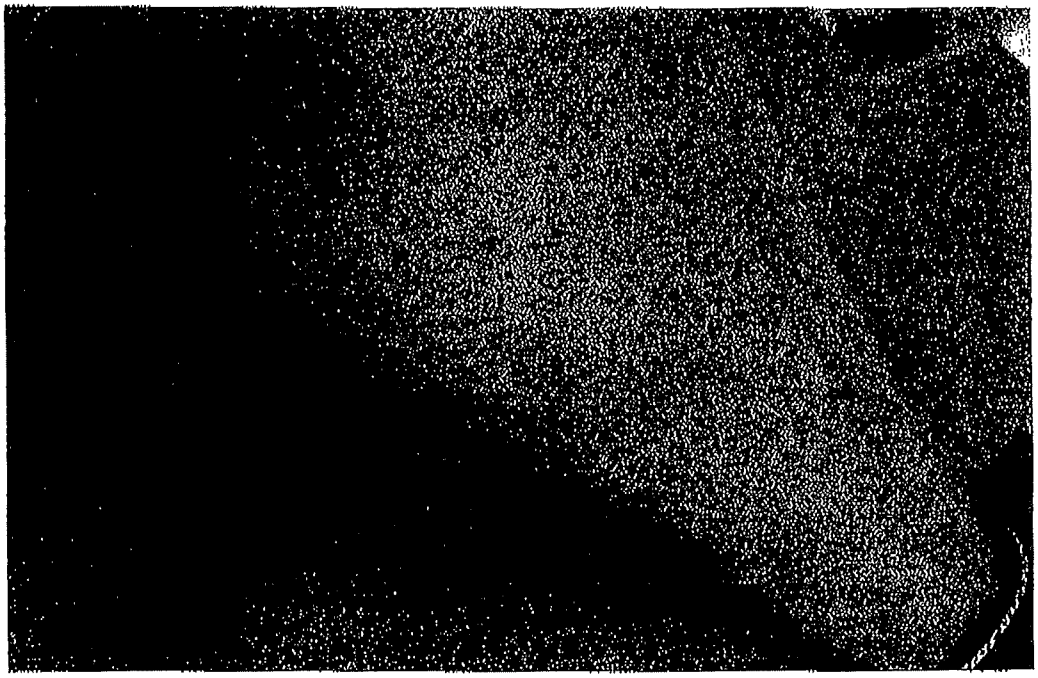
JUDGE

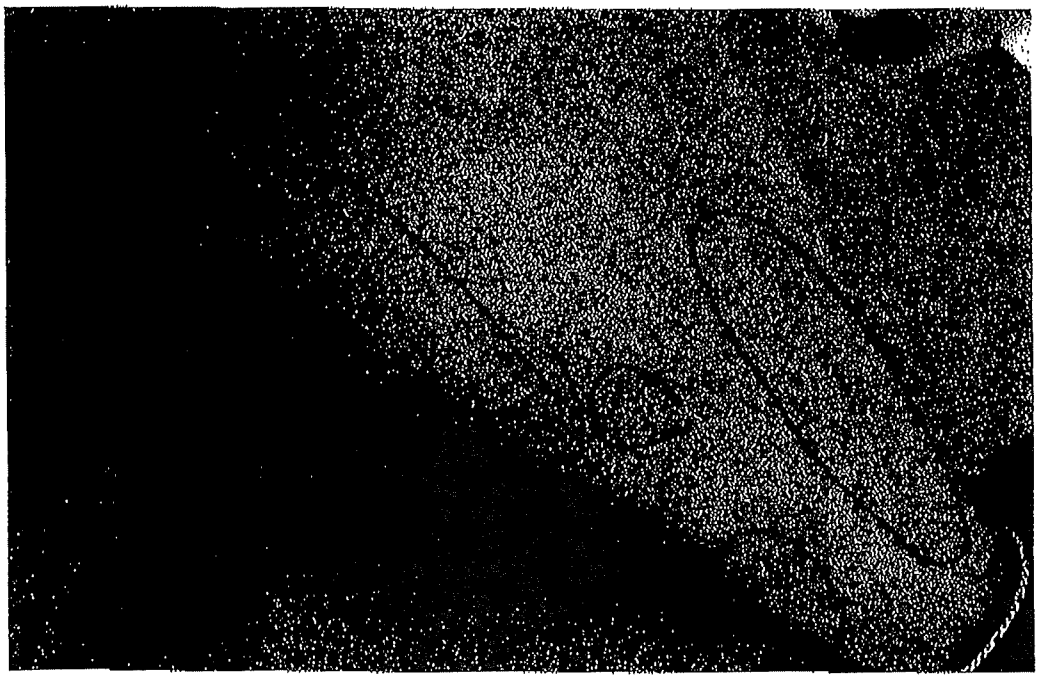
_____

DATE

ROA000080







STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
RVB Greenville, LLC d/b/a Light Rx	)	C.A. No.: 2021-CP-23-
Plaintiff, v.	)	**SUMMONS**
Sherry A. Lee,	)	
Defendant.	)	

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to respond to the **COMPLAINT** filed in the above action, a copy of which is herewith served upon you, and to serve a copy of your response upon the subscriber at his office located at 3 Boyce Avenue, Greenville, SC 29601, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to appropriately respond hereto within that time period, judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully Submitted this
29th day of January, 2021

TRULUCK THOMASON, LLC

s/Kimberly Thomason
Kimberly Thomason
Bar No.: 79179
Devon M. Puriefoy
Bar No.: 102097
Truluck Thomason, LLC
3 Boyce Avenue
Greenville, SC 29601
Phone: (864) 331-1751
Fax: (864) 243-8115
ATTORNEY FOR PLAINTIFF

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	)	IN THE COURT OF COMMON PLEAS FOR THE THIRTEENTH JUDICIAL CIRCUIT
RVB Greenville, LLC d/b/a Light Rx Plaintiff, v. Sherry A. Lee, Defendant.	)	C.A. No.: 2021-CP-23- **DECLARATORY JUDGMENT**

The Plaintiff RVB Greenville, LLC d/b/a Light Rx ("Plaintiff"), by and through its undersigned counsel, complaining of Sherry A. Lee ("Defendant"), hereby alleges that:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a Michigan limited liability company registered as a foreign limited liability company with the South Carolina Secretary of State. Plaintiff regularly conducts business as a foreign entity in Greenville County, South Carolina.

2. Upon information and belief, Sherry A. Lee, is a citizen and resident of Greenville County, South Carolina.

3. Plaintiff brings this matter, in part, pursuant to the South Carolina Declaratory Judgement Act S.C. Code Ann. § 15-53-20.

4. This Court has jurisdiction over Defendant as the cause of action arose out of Greenville, County.

STATEMENT OF FACTS

5. On or about February 22, 2019, Premier Laser Spa of Greenville LLC d/b/a Light Rx filed for Chapter 11 bankruptcy in the U.S. Bankruptcy Court for the Eastern District of Michigan, Southern Division ("Bankruptcy Court").

6. Upon information and belief, Defendant was a former client of Premier Laser Spa of Greenville LLC, which conducted business as "Light Rx," and received certain services on or about March 19, 2019.

7. On May 23, 2019 the Bankruptcy Court entered an order of sale at which time Plaintiff purchased certain assets of Premier Laser Spa of Greenville, LLC d/b/a Light Rx, and in accordance with this order, Plaintiff was granted all rights to use the trade name "Light Rx" while taking those acquired assets free and clear of all third-party claims. (See attached Exhibit "A")

8. Following Plaintiff's purchase of certain assets of Premier Laser Spa of Greenville, LLC assets, Plaintiff began utilizing the trade name "Light Rx," however, Plaintiff has always remained a legal entity separate and district from Premier Laser Spa of Greenville, LLC.

9. On or about October 4, 2019 Defendant served a Summons and Complaint on "Light Rx" alleging damages that resulted from services provided to her by Premier Laser Spa of Greenville, LLC on or about March 19, 2019.

10. On or about December 27, 2019 default judgment was entered against "Light Rx – Greenville" in the amount of $7,000.00.

11. Despite never being a client against Plaintiff, and having no valid or enforceable claims against any entity except Premier Laser Spa of Greenville, LLC, Defendant, in her underlying action, is attempting to collect a debt against the Plaintiff based solely upon Plaintiff's use of the trade name "Light Rx" and without due consideration as to the identity of the appropriate debtor party.

12. For the foregoing reasons, Plaintiff is entitled to an order of this court adopting, or at a minimum, recognizing the order of the U.S. Bankruptcy Court's which granted Plaintiff ownership of certain assets free and clear of all third-party claims.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment pursuant to S.C. Code Ann. § 15-53-20)

13. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.

14. Plaintiff asserts this cause of action pursuant to the Uniform Declaratory Judgment Act, S.C. Code Ann. § 15-53-20.

15. Plaintiff purchased assets of Premier Laser Spa of Greenville LLC d/b/a Light Rx on or about May 24, 2019, pursuant to the Bankruptcy Court order. The order specifically contemplated this very scenario, and in an effort to provide adequate protections to those purchasers of certain assets in furtherance of the bankruptcy trustee's obligation to maximize cash, the court barred all third-party claims associated with the assets of Premier Laser Spa of Greenville LLC d/b/a Light Rx. Plaintiff received the trade name "Light Rx" and all other assets free and clear of all third-party claims.

16. Defendant is now attempting to enforce a judgment that is both contrary to U.S. Bankruptcy Court's order, and against the improper defendant.

17. Through the filing of this Declaratory Judgement, Plaintiff seeks an order of this Court declaring the U.S. Bankruptcy Court's order be enforced and relieving Plaintiff from all liability associated with the judgment entered in the underlying lawsuit, captioned: Sherry A. Lee v. Light Rx-Greenville: 2019-CV-23-11002880 and Sherry A. Lee v. Light Rx-Greenville: 2020-CP-23-02623.

WHEREFORE, PLAINTIFF PRAYS TO THIS COURT FOR RELIEF AS FOLLOWS:

a) An Order of the Court declaring Plaintiff took all assets from Premier Laser Spa of Greenville LLC d/b/a Light Rx free and clear of any third-party claim;

b) An Order declaring Premier Laser Spa of Greenville LLC, formerly d/b/a Light Rx, as the proper defendant in any suit with Sherry A. Lee arising out of the events that transpired on or about March 19, 2019;

c) An Order awarding any costs that the Court may seem equitable and just, and;

d) For such other and further relief as this Court deems appropriate.

Respectfully Submitted this
29th day of January, 2021

TRULUCK THOMASON, LLC

s/Kimberly Thomason
Kimberly Thomason
Bar No.: 79179
Devon M. Puriefoy
Bar No.: 102097
Truluck Thomason, LLC
3 Boyce Avenue
Greenville, SC 29601
Phone: (864) 331-1751
Fax: (864) 243-8115
ATTORNEY FOR PLAINTIFF

1 Secretary of State's records, Premier Laser Spa of Greenville,
2 LLC is licensed; however, it does not have a registered agent
3 with the Secretary of State.
4 The matter was before the Court again on February 5, 2021.
5 At that time Mr. Puriefoy appeared. No agent or representative
6 of the Defendant appeared. And based upon the failure of the
7 Defendant to have anyone appear, any representative of the
8 corporation other than their attorney, the matter was set for a
9 contempt hearing here this morning.
10 And Mr. Puriefoy, let me ask, as an initial matter I don't
11 notice anyone with you. Where is the authorized agent or the
12 representative of the Defendant that the Court required to
13 appear?
14 MR. PURIEFOY: Your Honor, this has been one of the
15 most peculiar cases I've been involved in. And I've been put in
16 an extremely precarious situation as an attorney.
17 The Order that Your Honor issued which required that a
18 representative of the Defendant Light Rx appear today,
19 unfortunately I don't have control over whoever that entity may
20 be. I'm here today merely out of an abundance of caution as to
21 RVB Greenville, LLC, who is the company that I represent. That
22 is the only corporation that I represent. I believe there has
23 been just a lot of confusion as to who these parties are.
24 THE COURT: All right. Let -- and I apologize for
25 interrupting you. Let me back up. So you're saying you're here

representing who today?

MR. PURIEFOY: RVB Greenville, LLC.

THE COURT: All right. Well, then help me understand. Because in your motion to stay that was filed February 1, 2021, you have filed an Answer or a motion to stay on behalf of Light Rx Greenville.

MR. PURIEFOY: And quite frankly I had a number of discussions with the partners in my firm about how to proceed in this particular case because I've not made an appearance on behalf of Light Rx, nor did I ---

THE COURT: Well, you have made an appearance on behalf of Light Rx-Greenville because it was filed February 1, 2021.

MR. PURIEFOY: There's a motion to stay, Your Honor, that was filed subsequent to the filing of a motion -- excuse me -- a Summons and Complaint for Declaratory Judgment. I was asking the Court, not on behalf of Light Rx, but on behalf of RVB of Greenville, LLC. who was ---

THE COURT: All right. Then show me in your motion to stay where you represent to the Court that you're here in any capacity other than on behalf of Light Rx-Greenville? Perhaps I'm missing something.

MR. PURIEFOY: Your Honor, it may not have been flushed out.

THE COURT: And while you're looking for that, I will