



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed November 29, 2018

United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**IN RE:**

**AL THERAPY LLC,**

**DEBTOR.**

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**Case No. 18-32694-bjh11**

**Chapter 11**

**FINAL ORDER AUTHORIZING THE DEBTOR'S USE OF  
CASH COLLATERAL AND PROVIDING FOR ADEQUATE PROTECTION**

Came on for consideration the Motion to Use Cash Collateral (the "Motion") filed by AL Therapy, LLC (the "Debtor") and the Notice of Non-Consent to Use of Cash Collateral filed by Wells Fargo Bank, N.A. ("Wells Fargo"). After considering the evidence presented or proffered at the hearing on the Motion and the statements and representations of the parties made on the record at the hearing on the Motion, and after due deliberation and consideration, the Court finds

that the Motion is in the best interests of the Debtor, the Debtor's estate, and the Debtor's creditors and that good and sufficient cause exists for granting the relief set forth herein. Therefore, the Motion is **GRANTED** on a final basis, as provided below. The Court further finds that:

A. **Petition Date.** On August 10, 2018 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the "Bankruptcy Code"), commencing the above-styled bankruptcy case (the "Bankruptcy Case"). The Debtor continues to operate and manage its business as "debtor in possession" pursuant to sections 1107 and 1108 of the Bankruptcy Code.

B. **Jurisdiction and Venue.** This Court has jurisdiction over this Bankruptcy Case and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. Consideration of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2).

C. **Interim Orders.** On November 5, 2018, this Court entered the *Interim Order Authorizing Use of Cash Collateral and Providing for Adequate Protection* [Docket No. 40] (the "First Interim Order"). On November 13, 2018, this Court entered the *Second Interim Order Authorizing Use of Cash Collateral and Providing for Adequate Protection* [Docket No. 44] (the "Second Interim Order").

D. **Committee Formation.** No trustee, examiner, or statutory committee has been appointed in the Bankruptcy Case pursuant to section 1104 of the Bankruptcy Code.

E. **Business Operations.** The Debtor operates a Massage Envy franchise in Waxahachie, Texas.

F. **Prepetition Facility Documents.** As of the Petition Date, the Debtor was indebted to Wells Fargo under a prepetition credit facility (the "Prepetition Facility"). The Debtor's obligations under the Prepetition Facility (the "Prepetition Facility Obligations") are evidenced by the following loan documents (collectively, the "Prepetition Facility Documents"):

1. Construction Loan Agreement by and between the Debtor and Wells Fargo, dated as of December 16, 2016;
2. Promissory Note in the original principal amount of \$699,900.00, executed by the Debtor and payable to the order of Wells Fargo, dated December 16, 2016;
3. Assignment of Construction Contracts by the Debtor in favor of Wells Fargo, dated December 16, 2016; and
4. Commercial Security Agreement executed by the Debtor in favor of Wells Fargo, dated December 16, 2016.

G. **Prepetition Facility Liens.** Subject to the Challenge periods detailed in paragraph 3 below, the Prepetition Facility is secured by various instruments, assignments, and certificates, including UCC-1 financing statements, which were (a) filed of record in appropriate jurisdictions; and (b) granted Wells Fargo first-priority senior liens and security interests (the "Prepetition Facility Liens") upon and in, among other things, all inventory, chattel paper, accounts, equipment, general intangibles, and fixtures (the "Prepetition Facility Collateral"). By virtue of the Prepetition Facility Documents, Wells Fargo asserts a lien on the Debtor's prepetition accounts, general intangibles, accounts receivable and all proceeds thereof, including all amounts payable to the Debtor from Massage Envy Corporate (as hereinafter defined) (collectively, the "Accounts"), which constitute cash collateral pursuant to section 363(a) of the Bankruptcy Code. The Debtor's Accounts and the proceeds from the Debtor's Accounts constitute cash collateral (the "Cash Collateral") pursuant to section 363(a) of the Bankruptcy Code.

H. **Debtor's Stipulations.** After reviewing its books and records and consulting with its attorneys, the Debtor (on behalf of, and for itself and its estate) admits, stipulates, acknowledges, and agrees, subject to the Challenge period detailed in paragraph 3, below, to the following (collectively, the "Debtor's Stipulations"):

1. as of the Petition Date, (a) the Prepetition Facility Obligations are legal, valid, binding, fully perfected, and non-avoidable obligations in the estimated aggregate liquidated amount of not less than \$655,739.07, (b) the Prepetition Facility Obligations and the Prepetition Facility Liens constitute legal, valid, binding, fully perfected, and non-avoidable senior first-priority obligations of the Debtor, enforceable in accordance with the terms and conditions of the Prepetition Facility Documents, and (c) no portion of the Prepetition Facility Obligations or the Prepetition Facility Liens are subject to any offset, challenge, defense, claim, or counterclaim of any kind or any nature, nor is any portion of the Prepetition Facility Obligations or Prepetition Facility Liens subject to avoidance, recharacterization, disallowance, or subordination pursuant to the Bankruptcy Code or other applicable law; and
2. the Debtor and its estate shall be deemed to have (a) waived, discharged, and released Wells Fargo, together with Wells Fargo's shareholders, affiliates, parents, subsidiaries, controlling persons, directors, agents, officers, successors, assigns, directors, managers, principals, officers, employees, agents, investors, funds, advisors, attorneys, professionals, representatives, accountants, investment bankers, and consultants, each in its respective capacity as such (collectively, the "Released Parties"), of any and all claims (as defined in section 101(5) of the Bankruptcy Code), offsets, defenses, objections, challenges, causes of action, and/or choses in action, or other claims arising under or pursuant to the Bankruptcy Code or under any other applicable law against any and all of the Released Parties, whether at law or in equity, arising under or relating to the Prepetition Facility Documents or the transactions contemplated thereunder, and (b) waived, discharged, and released any offsets, defenses, objections, challenges, causes of action, and/or choses in action with respect to the Prepetition Facility Obligations and Prepetition Facility Liens, including, without limitation, actions related to recharacterization, subordination, avoidance, any right or basis to challenge or object to the amount, validity, enforceability, and/or perfection of the Prepetition Facility Obligations and/or the Prepetition Facility Liens.

I. **Cause Shown.** Good cause has been shown for the entry of this Final Order. The Debtor requires the use of Cash Collateral to operate its business. Without the use of Cash Collateral, the Debtor will not be able to meet its cash requirement for working capital needs or to fund the administration of the Bankruptcy Case. Wells Fargo does not consent to the use of

any Cash Collateral, except on the terms and conditions, and for the purposes, each as specified herein. The adequate protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code and are expected to provide adequate protection for Wells Fargo's interests in the Prepetition Facility Collateral under this Final Order.

J. **Notice.** The Court finds that the notice to the U.S. Trustee, Wells Fargo, and the Debtor's creditors was sufficient under the circumstances. Entry of this Final Order is justified and appropriate under the circumstances and is in the best interest of the estate. Use of Cash Collateral as provided herein is being authorized to avoid immediate and irreparable harm.

**IT IS THEREFORE ORDERED AND ADJUDGED** as follows:

1. **Use of Cash Collateral.** Unless ordered otherwise by the Court, the Debtor is hereby authorized to use Cash Collateral as set forth in the Budget attached hereto as Exhibit A, to the extent set forth herein.

2. **Adequate Protection.** As adequate protection and in the same priority and to the same extent and validity as existed prepetition, Wells Fargo is hereby granted: (a) automatic perfected replacement liens (the "Replacement Liens") on all property now owned or hereafter acquired by the Debtor (the "Collateral"); and (b) superpriority administrative claims (the "Superpriority Claims") pursuant to sections 361(2), 363(c)(2), 503(b)(1), 507(a)(2), and 507(b) of the Bankruptcy Code. The Replacement Liens granted herein shall not attached to any Chapter 5 causes of action under the Bankruptcy Code. The Replacement Liens and the Superpriority Claims are granted solely to the extent that the Debtor's use of Cash Collateral results in a diminution in value of the Prepetition Facility Collateral securing the Prepetition Facility Obligations and shall constitute legal, valid, binding, fully perfected, and non-avoidable

obligations of the Debtor, enforceable against the Debtor's estate and its respective successors and assigns, including, without limitation, any successor trustee or other estate representative in the Bankruptcy Case or any subsequent or superseding proceedings under chapter 7 or chapter 11 of the Bankruptcy Code (a "Subsequent Proceeding"), in accordance with the terms of this Final Order. No obligation, payment, transfer, or grant of a security interest under this Final Order shall be avoidable or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under section 502(d) of the Bankruptcy Code) or subject to any avoidance, reduction, setoff, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, or any other challenges under the Bankruptcy Code or any applicable law or regulation by any person or entity.

**3. Challenge Periods.** Notwithstanding any other provisions of this Final Order, all non-Debtor parties-in-interest to this Bankruptcy Case, including (a) any trustee, examiner, or other estate representative appointed in this Chapter 11 Bankruptcy Case, and (b) any trustee, examiner, or other estate representative appointed in a Subsequent Proceeding, shall have until December 21, 2018 to commence an adversary proceeding against Wells Fargo to:

- a. challenge the Debtor's Stipulations and all waivers or releases contained herein;
- b. challenge the validity, extent, priority, perfection, enforceability, and non-avoidability of the Prepetition Facility Obligations, the Prepetition Facility Documents, and/or Prepetition Facility Liens;
- c. seek to avoid or challenge (whether pursuant to Chapter 5 of the Bankruptcy Code or otherwise) any transfer made by or on behalf of the Debtor to or for the benefit of Wells Fargo prior to the Petition Date; or

- d. seek damages or equitable relief against Wells Fargo arising from or related to its prepetition business and lending relationships with the Debtor (collectively, a "Challenge").

The terms of this paragraph shall apply equally to the Debtor; however, the Debtor shall until December 6, 2018 to commence a Challenge.

**4. No Challenge After Expiration of Challenge Period.** All parties in interest, including (a) the Debtor, (b) any trustee, examiner, or other estate representative appointed in this Chapter 11 Bankruptcy Case, and (c) any trustee, examiner, or other estate representative appointed in a Subsequent Proceeding, that fail to act in accordance with the time periods set forth in the immediately preceding paragraph shall be, and hereby are, barred forever from commencing a Challenge or challenging in any manner the Prepetition Facility Obligation, Prepetition Facility Documents, and the Prepetition Facility Liens and shall be bound by the waivers, Debtor's Stipulations, and terms set forth in this Final Order.

**5. Adequate Protection.** As additional partial adequate protection for use of the Prepetition Facility Collateral and the Collateral, the Debtor shall make monthly payments to Wells Fargo of \$2,000.00 (the "Payment"). The first Payment shall be due and payable on or before October 29, 2018, and each subsequent Payment shall be due and payable on the 15th (fifteenth) day of every month thereafter (i.e., the second payment shall be due and payable by November 15, 2018, and the third payment shall be due and payable by December 15, 2018). The Debtor acknowledges that the Debtor failed to make the first Payment due on October 29, 2018. The failure to make this payment constitutes a Termination Event under the First Interim Order. The Debtor agrees to pay \$4,000 (the "Catch-Up Payment") to Wells Fargo on or before December 15, 2018 for the October 29, 2018 Payment and the December 15, 2018 Payment. As

long as Wells Fargo receives the Catch-Up Payment on or before December 15, 2018, the Debtor's failure to make the October 29, 2018 Payment will not be enforced by Wells Fargo as a Termination Event.

**6. Audits and Inspections:** Upon an agreed date and time between the Debtor and Wells Fargo, the Debtor shall allow Wells Fargo, its agent, or any party authorized under the Prepetition Facility Documents to conduct and finalize an audit of the Prepetition Facility Collateral and Collateral (the "Audit") and conduct a physical inspection of each of the Debtor's facilities (the "Inspections") and Debtor shall reasonably cooperate with such Audit and Inspections.

**7. Carve Out.** Wells Fargo consents to the use of its Cash Collateral for payment of unpaid statutory fees payable to the United States Trustee pursuant to 28 U.S.C. § 1930, through the term of this Final Order. The terms of this paragraph shall survive the dismissal of the Bankruptcy Case.

**8. Insurance.** As additional partial adequate protection for use of the Prepetition Facility Collateral and the Collateral, the Debtor shall maintain adequate insurance coverage on the Prepetition Facility Collateral and the Collateral, as may be required under the Prepetition Facility Documents, or any loan document, note, agreement, letter agreement, security agreement, guarantee, or other documents executed by the Debtor in favor of Wells Fargo. The Debtor shall maintain or name Wells Fargo as mortgagee, lender loss payee, and/or additional insured under the insurance policies. If not already provided, the Debtor shall promptly deliver to Wells Fargo proof that the Prepetition Facility Collateral and the Collateral are adequately insured against risk of loss and that Wells Fargo is named as mortgagee, lender, loss payee, and/or additional insured. The Debtor stipulates and acknowledges that the failure to maintain



insurance on any of the Prepetition Facility Collateral or the Collateral or provide proof of the same will result in the lack of adequate protection to Wells Fargo, and will constitute cause to terminate the automatic stay under 11 U.S.C. § 362(d).

**9. Taxes.** The Debtor shall remain current in all post-petition tax payment and reporting obligations.

**10. No Lien Upon Avoidance Actions.** The Replacement Liens do not extend to the Debtor's transfer or lien avoidance rights and claims under sections 544, 545, 547 or 548 of the Bankruptcy Code or funds received from the same.

**11. Perfection of Liens.** The Replacement Liens are, and shall be, valid, perfected, enforceable and effective as of the Petition Date without the need for any further action by the Debtor or Wells Fargo, or the necessity of execution or filing of any instruments or agreements.

**12. Termination of Use of Cash Collateral.** The Debtor's right to use Cash Collateral shall expire and the Debtor shall immediately cease using the Cash Collateral upon the occurrence of a Termination Event (as defined below) that is not otherwise waived in writing by Wells Fargo.

**13. Termination Events.** The Debtor shall immediately cease using Cash Collateral after the Cure Period (as defined below) upon the occurrence of any of these events (each a "Termination Event"):

- a. there is an Event of Default (as defined by the Prepetition Facility Documents) under the Prepetition Facility Documents, provided however that non-payment under the Prepetition Facility Documents, any default related to the insolvency or financial condition of the Debtor, or the commencement of a case under the Bankruptcy Code shall not constitute a Termination Event;
- b. the Debtor violates any term of this Final Order; or
- c. the entry of an order:

- i) converting the Debtor's Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code;
- ii) dismissing the Debtor's Bankruptcy Case;
- iii) reversing, vacating, or otherwise amending, supplementing, or modifying this Final Order;
- iv) terminating or modifying the automatic stay for any creditor other than Wells Fargo asserting a lien in the Collateral; or
- v) invalidating, subordinating, or otherwise sustaining any challenge to the Pre-Petition Facility Liens, the Replacement Liens, or the Superpriority Claims granted to Wells Fargo hereunder.

Provided however, upon the occurrence of any Termination Event, Wells Fargo shall notify the Debtor via e-mail at lylematthis@yahoo.com and counsel for the Debtor at eric@ealpc.com of the Termination Event (the "Cure Email") and the Debtor shall have two business days from the time counsel for Wells Fargo transmitted the Cure Email (the "Cure Period") to cure such Termination Event. The Cure Period shall only be applicable to two (2) Termination Events. After transmission of two (2) Cure Emails, the Debtor shall immediately cease using Cash Collateral upon the occurrence of any Termination Event. The Debtor acknowledges that Termination Events occurred under the First Interim Order and Second Interim Order. The Cure Period is only applicable to one (1) additional Termination Event.

**14. Reservation of Rights.** Wells Fargo shall not be limited or prohibited by this Final Order or otherwise in seeking additional adequate protection for the use of Cash Collateral as provided herein. Further, except as expressly stated herein, nothing in this Final Order is intended to or shall modify any terms or rights of the Prepetition Facility Documents. Furthermore, Wells Fargo shall have the right, but not the obligation, to credit bid in any sale of the Debtor's assets, up to the full amount of Wells Fargo's secured claim. Additionally, nothing in this Final Order shall prevent Wells Fargo from filing a subsequent pleading in this

Bankruptcy Case requesting (a) to discontinue the Debtor's use of Cash Collateral for any reason not discussed or contemplated in this Final Order; and/or (b) relief from the automatic stay.

**15. Notice.** Within two (2) business days after entry of this Final Order, Debtor's counsel shall serve a copy of this Final Order on all of the following parties: (a) the Office of the United States Trustee; (b) Wells Fargo; (c) all creditors known to the Debtor who have or may assert liens against the Debtor's assets; and (d) all parties-in-interest who have filed a notice of appearance.

**16. Wells Fargo's Cash Collateral.** Subject to the Challenge Provisions, Wells Fargo's Cash Collateral comprises all Accounts and all income, proceeds, products, rents, or profits of the Prepetition Facility Collateral and/or the Collateral that are now in the possession, custody, or control of the Debtor, or in which the Debtor will obtain an interest during the pendency of the case.

**17. No Payments on Prepetition Debts.** The Debtor is prohibited from paying any indebtedness or transferring property to vendors, contractors, customers, or other persons whose debt may have been incurred prior to the Petition Date, except upon separate order of the Court.

**18. Surcharge Waiver.** The Debtor, for itself and on behalf of its bankruptcy estate, hereby waives all rights under sections 506(c) and 552(b) of the Bankruptcy Code against Wells Fargo, and shall not seek to charge against any Prepetition Facility Collateral, Collateral, Cash Collateral, Replacement Liens, or Superpriority Claims, any costs or expenses that have been incurred, or that may be incurred, during the pendency of the Debtor's bankruptcy case, to preserve or dispose of any Collateral. Notwithstanding the foregoing, the terms of this Final Order shall be without prejudice to any and all of Wells Fargo's rights under the Prepetition Facility Documents, the Bankruptcy Code, and other applicable law.

**19. Reporting Requirements.** Further, unless otherwise specified below, each week commencing on November 2, 2018, on or before Friday at 11:59 p.m. (prevailing Central Time), the Debtor shall provide Wells Fargo, by email, with the following items:

- a. a copy of the current bank statement (including copies of all bank statements since the Petition Date) from each of the Debtor's bank account(s) (the "DIP Account(s)"), including copies of all checks, wires, and deposit documents;
- b. sufficient information to identify the payee of each disbursement made by the Debtor from each of the DIP Account(s) since the Petition Date and updated weekly in the form of a vendor list of all payees, as well as the purpose for each disbursement (the "Vendor Transactions Report");
- c. sufficient information to identify the amount and payee of each payroll disbursement from the DIP Account(s) since the Petition Date and updated weekly;
- d. sufficient information to identify the amount and payee of each payroll disbursement from January 1, 2018 through date of the entry of this Order;
- e. monthly accounts receivable and accounts payable aging reports, with the accounts payable report bifurcated between prepetition and post-petition periods, , on a bi-weekly basis, signed by an officer of the Debtor;
- f. copies of all agreements between the Debtor and Massage Envy Franchising, LLC or Massage Envy (collectively, "Massage Envy Corporate");
- g. sufficient information to identify the amount remitted to Massage Envy Corporate since June 1, 2018 and sufficient information to identify the amount due to the Debtor by Massage Envy Corporate since June 1, 2018;
- h. copies of the Debtor's 2018 tax returns, after such returns are filed;
- i. copies of the current Debtor's monthly balance sheet and income statement and copies of the Debtor's monthly balance sheets and income statements since January 1, 2018;
- j. copies of the Debtor's 2017 tax returns;
- k. a budget for the following four-week period detailing all of the Debtor's expected revenue, expenses, and disbursements (the "Budget"); and
- l. weekly reconciliation of the Budget to the actual expenses to actual revenue, expenses, and disbursements. The Debtor shall not incur expenses nor use Cash

Collateral in an amount that exceeds by more than 10% of the total expenses provided for the respective week in the Budget (the "Permitted Variance") without first obtaining Wells Fargo's written consent or Court approval.

In the event that any such reporting requirement is not received by Wells Fargo and is not cured within 1 business day after emailed notice of the default, the Debtor's authorization to continue using Cash Collateral will immediately terminate pursuant to Paragraph 11(a) of this Final Order, without the need for a further order from this Court.

**20. Parties to Reporting.** All information that the Debtor is obligated to send to Wells Fargo under this Final Order shall be sent by email to Wells Fargo's counsel Annmarie Chiarello at [achiarello@winstead.com](mailto:achiarello@winstead.com).

**21. Access to Information and Collateral.** The Debtor shall reasonably cooperate in providing Wells Fargo, and any professionals retained by Wells Fargo, with access, on at least three (3) days' notice, during normal business hours, to: (a) the Prepetition Facility Collateral and/or the Collateral; (b) any and all books, records, documents, and information relevant to (i) the Debtor's financial condition, (ii) the Debtor's business operations, (iii) the Prepetition Facility Collateral, and (iv) the Collateral; and (c) any other information or reports regarding the Debtor that Wells Fargo may from time to time reasonably request.

**22. Modification of Stay.** The automatic stay is hereby modified to the extent necessary to permit Wells Fargo:

- a. to take all actions necessary to implement this Final Order;
- b. to retrieve, collect, and apply any payments and any proceeds with respect to the Collateral in accordance with this Final Order; and
- c. to apply, in accordance with the Prepetition Facility Documents, any funds or proceeds remitted by the Debtor.

**23. Termination of Stay.** Upon termination of the use of Cash Collateral as provided by Section 13 of this Order, the automatic stay shall be nullified as to Wells Fargo, without further order of this Court, to allow Wells Fargo to exercise any and all rights and remedies against its collateral, including the Cash Collateral and Prepetition Facility Collateral under this Order, unless within three (3) business days after Cash Collateral termination the Debtor: (i) obtain a further stay from this Court or (ii) convert the Debtor's case to cases under chapter 7 of the Bankruptcy Code. Within three (3) business days of the termination of the automatic stay as described by Section 23 of this Order, Wells Fargo will file a notice of such termination with the Court.

**24. 2004 Examination.** The Debtor agrees not to contest any motion filed by Wells Fargo that requests an order authorization examination of the Debtor under Bankruptcy Rule 2004. The Debtor agrees not to contest an expedited hearing on any motion filed by Wells Fargo that requests an order authorization examination of the Debtor under Bankruptcy Rule 2004

**26. Meeting with Wells Fargo.** The Debtor and counsel to the Debtor agree to one (1) meeting, telephonically or in-person, with a representative of Wells Fargo and counsel for Wells Fargo in order to engage in good faith discussions regarding the reporting produced by the Debtor in connection with Section 19 of this Order.

**26. Findings and Conclusions.** To the extent any findings of fact may constitute conclusions of law, and *vice versa*, they are hereby deemed as such.

**27. Immediate Effect.** This Final Order shall take effect immediately on execution hereof, notwithstanding the possible application of Bankruptcy Rules 6004(g), 7062, or 9014.

**28. Retention of Jurisdiction.** The Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Final Order.

**### END OF ORDER ###**

Agreed to by:

By: /s/ Annmarie Chiarello

Annmarie Chiarello – SBT # 24097496

**WINSTEAD PC**

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**ATTORNEYS FOR WELLS FARGO BANK, NATIONAL ASSOCIATION**

/s/ Eric Liepins

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