

CJ-2022-3974
Bonner



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Staton, Noel & Susan,)
Plaintiffs,)
vs.)
Natalie Bruno,)
Defendant.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

CJ-2022-3974
Case No.

AUG 17 2022

RICK WARREN
COURT CLERK

42 _____

PETITION

COMES NOW, the Plaintiffs, Noel & Susan Staton, by and through their attorney of record, Les Bennett Jr., and for their cause of action against the Defendant, Natalie Bruno, hereby allege and state as follows:

1. Plaintiffs, Noel & Susan Staton, are individuals and residents of Canadian County, Oklahoma.
2. Defendant, Natalie Bruno, is an individual and resident of Oklahoma County, Oklahoma.
3. That Plaintiffs and Defendant entered into a contract in Oklahoma County, Oklahoma, and therefore the facts and cause of action arose within Oklahoma County, Oklahoma.
4. That therefore venue and jurisdiction are proper within the District Court of Oklahoma County, Oklahoma.
5. That on or about the 15th day of December, 2021, both Plaintiffs and Defendant entered into a contract whereby Defendant purchased various business assets from Plaintiffs, the character and use of which were intended to be used for a tanning salon business. A copy of the Asset Purchase Agreement is attached hereto and labeled as Exhibit 1.
6. That according to the terms of said contract, the Defendant was to purchase various pieces of tanning equipment for the total purchase price of \$40,000, with an initial up-front interest payment of \$5,000.
7. That at the time of closing, the Defendant was not able to pay the full \$5,000 up-front

interest payment, and instead paid \$4,000, promising to pay the additional \$1,000 shortly thereafter.

8. That since that time, Defendant has failed and refused to make said additional \$1,000 payment.

9. That further pursuant to the terms of the contract, each monthly payment was to total \$1,800, plus 15% of each quarter's net profit in running the tanning salon business by the 10th of each consecutive month.

10. That in the event said monthly payment was not timely made, an additional late fee of \$135 would be added to the next month's payment.

11. That Defendant has failed and refused to make any payment for May 2022, July 2022, and August 2022.

12. That additionally, Defendant has further refused Plaintiffs' respectful demand for corporate records and profit and loss statements to ascertain the amount of net profit owed to Plaintiffs in addition to the regular monthly payments that become due.

13. That as of the date of this Petition, Defendant has refused and continues to refuse to make payment to bring her account current, necessitating the need for this action.

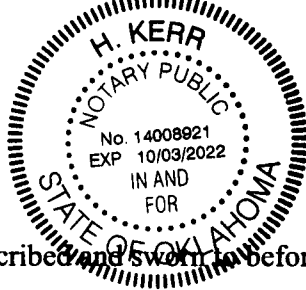
14. That upon information and belief, the amount due and owing to Plaintiffs exceeds \$27,000, the exact amount to be ascertained upon reviewing the profit and loss records of Defendant's business.

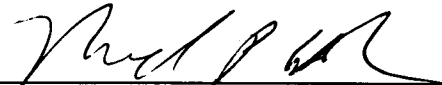
WHEREFORE, Plaintiff's pray for judgement against the Defendant, Natalie Bruno, in an amount exceeding \$10,000, the exact amount to be determined at the time of trial, and for their reasonable attorneys fees and costs in this matter and all other relief that this Court deems just and proper.

LES BENNETT JR., #32352
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Bethany, OK 73008
P:(405) 787-9950 / F:(405) 789-0516
Attorney for Plaintiffs
Les@LBJLaw.net

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

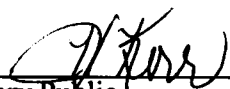
Noel Staton, of lawful age, after being first duly sworn upon oath, states: That he is a Plaintiff above-named, a citizen and resident of Canadian County of the State of Oklahoma: That he has read the foregoing Petition and knows the contents thereof and has knowledge of the facts therein stated and the statements of fact contained therein are true.





Noel Staton

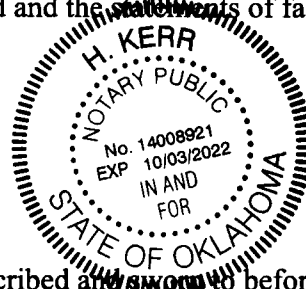
Subscribed and sworn to before me this 17th day of August, 2022.



Notary Public

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)


Susan Staton, of lawful age, after being first duly sworn upon oath, states: That she is a Plaintiff above-named, a citizen and resident of Canadian County of the State of Oklahoma: That she has read the foregoing Petition and knows the contents thereof and has knowledge of the facts therein stated and the statements of fact contained therein are true.





Susan Staton

Subscribed and sworn to before me this 17th day of August, 2022.



Notary Public

SALES CONTRACT / PURCHASE AGREEMENT

THIS contract is entered into this 15th day of December, 2021, between NOEL AND SUSAN STATON for SAS GLOW, LLC. dba PURE TAN 24-7 hereinafter referred to as "SELLERS" and NATALIE BRUNO, hereinafter referred to as "BUYER".

1. WHEREAS NOEL & SUSAN STATON ARE the owners of SAS Glow, LLC dba PURE TAN 24-7 and various tanning assets, SELLERS have agreed to sell various tanning assets to BUYER for the total sum of \$40,000.00 to be paid in full by December 15, 2022. \$5000.00 of this total amount is to be designated as "Upfront Interest".
2. BUYER agrees to pay upfront interest in the amount of \$5,000.00 on or before December 30, 2021.
3. BUYER agrees to pay remaining purchase amount of \$35,000.00 in monthly installments of no less than \$1,800.00 per month plus 15% of each quarter's net profit.
4. BUYER agrees to pay a late fee of \$135.00, which is 7.5% of the minimum installment amount, if any monthly installment is not received by the 10th of the month.
5. Assets included in the sale consist of tanning beds as follows: 1 each Pro-Sun tanning bed; 1 each Ergoline Advantage 400; 2 each Tan America Pacifica; 1 each Tan America Santa Barbara; and 1 each Tan America Sundazzler. All aforementioned equipment is sold "as is".
6. The sale will also include current Client List, Point of Sale system and hardware including receipt printer, credit card reader, barcode scanner, T-max timer, inkjet printer, washer and dryer, keyless entry system, and outdoor lighted sign.
7. Assets specifically excluded from the sale include Tan Essentials Spray Tan Machine and associated products, lobby furniture and certain wall art.
8. BUYER agrees to transfer building lease and utilities into BUYER name no later than December 30, 2021 unless both parties agree to an earlier date.
9. BUYER acknowledges that SELLERS have an occupational license from the City of Yukon and BUYER agrees to be responsible for obtaining a current license from the City of Yukon.
10. BUYER agrees to purchase and maintain a general liability insurance policy to insure contents of the building. Further, BUYER agrees to add Noel Staton as "Additional Insured" and name Noel Staton as a "Loss Payee" on the contents coverage of the policy and provide a copy of the policy to SELLERS by no later than January 15, 2022.
11. The parties anticipate a closing date on or before December 30, 2021. Any and all assets included in the sale will transfer to SELLER at closing as well.
12. BUYER will take possession of existing tanning bed contracts and spray tan contracts on the closing date. Further, BUYER is entitled to all income these contracts produce as of the closing date of this contract.
13. SELLERS make no guarantee of profit or earnings or that said business will be a success. BUYER acknowledges that, like any other business, there is the possibility of failure.
14. SELLERS agree to not compete in the indoor tanning markets within the confines of Canadian County, Oklahoma for a period of three years.
15. SELLERS agree to provide software and equipment training to the BUYER to be scheduled within the first month of operation.
16. SELLERS warrant that all business equipment is free and clear of any and all liens.
17. SELLERS warrant that any and all accounts payable, tax filings and payments due to the State of Oklahoma, Department of the Treasury: IRS, and any and all other vendors and tax authorities are current, including but not limited to Sales Tax, Excise Tax, Payroll Tax and product lines except for payroll related liabilities incurred by the BUYER's hiring of employees.

18. If it is discovered that any accounts payable or tax is owed to any vendors or tax authorities incurred before the closing date of this contract, the SELLERS agree to be liable except for payroll related liabilities incurred by the BUYER's hiring of employees.
19. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma. Should either party default on their respective responsibilities set forth in this contract, both parties agree to abide by the court's ruling, further, the prevailing party shall be entitled to attorney's fees and court costs incurred in seeking damage recovery.

The parties execute this contract this 15th day of December, 2021.



SAS GLOW, LLC, dba PURE TAN 24-7, SELLER

By: NOEL P. STATON

11100 SUNDANCE DR

YUKON, OK 73099

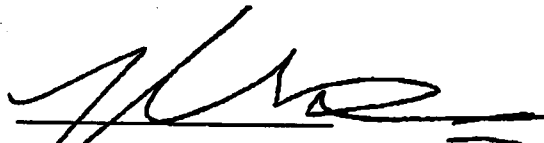


SAS GLOW, LLC, dba PURE TAN 24-7, SELLER

By: SUSAN A. STATON

11100 SUNDANCE DR

YUKON, OK 73099



NATALIE BRUNO, BUYER

17016 WALES GREEN AVE

EDMOND, OK 73012