



STATE OF OKLAHOMA

SEP 23 2022

Staton, Noel & Susan,  
Plaintiffs,

RICK WARREN  
COURT CLERK

125

vs.

Case No. CJ-2022-3974

Natalie Bruno,  
Defendant.

**MOTION FOR  
DEFAULT JUDGMENT**

COME NOW Plaintiffs, Noel & Susan Staton, pursuant to Rule 10 of the Rules for District Courts of Oklahoma, herewith move for Judgment by Default against the Defendant and in support hereof would show the Court as follows:

1. That Defendant was duly and properly served with Summons and a copy of the Petition on or about August 22<sup>nd</sup>, 2022 by process server, at her place of employment, by serving her personally, a copy of the return showing service is on file in this case and hereby incorporated by reference.

2. That Defendant is in default for the reason that she has wholly failed to plead to or answer the Petition by September 22<sup>nd</sup>, 2022. Defendant has had no contact or communication of any kind with the Plaintiffs or Plaintiffs' counsel, and therefore judgment by default without notice is proper.


3. That on or about the 15<sup>th</sup> 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.

4. 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.

5. That Defendant is justly and truly indebted to the Plaintiffs in the sum of \$27,000.00, as a result of said Purchase Agreement.

6. Also on file is the Servicemember's affidavit in accordance with the Servicemember's Civil Relief Act 50 App. U.S.C. § 521(b)(3) and Department of Defense Status Report, which is also hereby incorporated by reference.

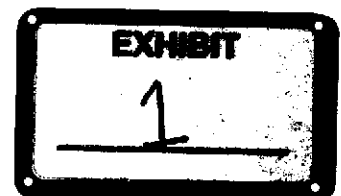
WHEREFORE, Plaintiffs pray that this motion be sustained and that Plaintiffs have and recover judgment against the Defendant, Natalie Bruno, for \$27,000.00, costs of \$317.14, and attorney fees of \$1,500.00.

  
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3810 N. Peniel  
Bethany, OK 73008  
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Attorney for Plaintiff  
[Les@LBJLaw.net](mailto:Les@LBJLaw.net)

## SALES CONTRACT / PURCHASE AGREEMENT

THIS contract is entered into this 15<sup>th</sup> 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 10<sup>th</sup> 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.

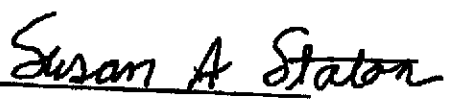


18. If it is discovered that any accounts payable or tax is owed to any vendors or tax authorities incurred before the closing date of this contract, the SELLERS agree to be liable except for payroll related liabilities incurred by the BUYER's hiring of employees.
19. This contract shall be governed 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.

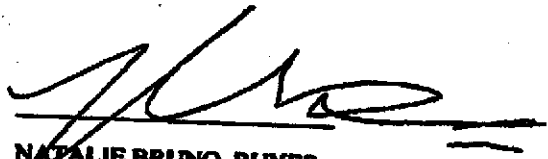
The parties execute this contract this 15<sup>th</sup> day of December, 2021.



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