UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

PROOF OF CLAIM

Name of Debtor Against Which You Assert Your Claim

YOU MUST SELECT A DEBTOR AGAINST WHOM YOU ASSERT YOUR CLAIM YOU SELECT A DEBTOR BY CHECKING ONE BOX ON THE OTHER SIDE OF THIS NOTICE. NOTE Check one box only Creditors holding claims against more than one Debtor must file a separate claim in the case of each Debtor against whom the creditor asserts a claim A creditor will be bound by the Debtor named in its proof of claim

03103104118667

YOUR CLAIM IS SCHEDULED AS

CONSECO FINANCE CORP (02-49675-CAD)

UNKNOWN UNSECURED CONTINGENT DISPUTED UNLIQUIDATED

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503

Name of Creditor and Address

03103104118667

ARLINDA S MAYES
C/O WILLIAM J BROWN
WILLIAM J BROWN & ASSOCIATES
23 N OCOEE PO BOX 1001
CLEVELAND TN 37364

Creditor Telephone Number ( )

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ **Check box if you have never received any notices from the bankruptcy court in this case**

☐ Check box if this address differs from the address on the envelope sent to you by the court

The amounts reflected above if any constitute your claim as scheduled by the Debtor If you agree with the amounts set forth herein and have no other claim against the Debtor you do not need to file this proof of claim EXCEPT as stated below

If the amounts shown above are listed as Contingent Unliquidated or Disputed a proof of claim must be filed

If you have already filed a proof of claim with the Bankruptcy Court or BMC you do not need to file

CREDITOR TAX I D #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR

Check here if this claim ☐ replaces or ☐ amends a previously filed claim dated _____

1 BASIS FOR CLAIM

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Bondholder
☐ Personal injury/wrongful death
☐ Taxes
☒ Other (describe briefly)
☐ Retiree benefits as defined in 11 U S C § 1114(a
☐ Wages salaries and compensation (Fill out below)

Your social security number _____

Unpaid compensation for services performed from _____ (date) to _____ (date)

2 DATE DEBT WAS INCURRED

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM $ 2,000.00 (unsecured) $ _____ (secured) $ _____ (unsecured priority) $ 2,000.00 (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim Attach itemized statement of all interest or additional charges

5 SECURED CLAIM

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief description of collateral

☐ Real Estate
☐ Motor Vehicle
☐ Other _____

Value of collateral $ _____

Amount of arrearage and other charges at time case filed included in secured claim above if any $ _____

6 UNSECURED PRIORITY CLAIM

☐ Check this box if you have an unsecured priority claim

Specify the priority of the claim

☐ Wages salaries or commissions (up to $4 650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier - 11 U S C § 507(a)(3)
☐ Contributions to an employee benefit plan 11 U S C § 507(a)(4)
☐ Up to $2 100* of deposits toward purchase lease or rental of property or services for personal family or household use 11 U S C § 507(a)(6)
☐ Alimony maintenance or support owed to a spouse former spouse or child 11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units 11 U S C § 507(a)(8)
☒ Other Specify applicable paragraph of 11 U S C § 507(a) _____

Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

8 SUPPORTING DOCUMENTS *Attach copies of supporting documents* such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments mortgages security agreements and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available, explain If the documents are voluminous, attach a summary

9 DATE-STAMPED COPY **To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of your claim**

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4 00 pm, Central Time on May 22, 2003

BY MAIL TO
Bankruptcy Management Corporation
ATTN Conseco Inc Claims
P O BOX 1042
El Segundo CA 90245-1042

BY HAND OR OVERNIGHT DELIVERY TO
Bankruptcy Management Corporation
ATTN Conseco, Inc Claims
1330 East Franklin Avenue
El Segundo CA 90245

THIS SPACE FOR COURT USE ONLY

FILED

JUN 09 2003

BMC

DATE SIGNED

SIGN and print the name and title if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)

Penalty for presenting fraudulent claim is a fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C

Conseco Finance Corp Claim

49675003548

Name of Debtor Against Which You Assert Your Claim
Check One Box Only

- ☐ Conseco Finance Corp (02-49675-CAD)
- ☐ Conseco Finance Servicing Corp (02-49676-CAD)
- ☐ Conseco Agency of Alabama Inc (03-04692-CAD)
- ☐ Conseco Agency Inc (03-04693-CAD)
- ☐ Conseco Agency of Kentucky Inc (03-04694-CAD)
- ☐ Conseco Agency of Nevada Inc (03-04695 CAD)
- ☐ Conseco Agency of New York Inc (03-04696 CAD)
- ☐ Crum-Reed General Agency Inc (03-04697-CAD)
- ☐ Conseco Finance Canada Company (03-04698-CAD)
- ☐ Conseco Finance Canada Holding Company (03-04699-CAD)
- ☐ Conseco Finance Corp - Alabama (03-04700-CAD)
- ☐ Conseco Finance Credit Corp (03-04701-CAD)
- ☐ Conseco Finance Consumer Discount Company (03-04702-CAD)
- ☐ Conseco Finance Loan Company (03-04703-CAD)
- ☐ Conseco Finance Net Interest Margin Finance Corp I (03-04704-CAD)
- ☐ Conseco Finance Net Interest Margin Finance Corp II (03-04705-CAD)
- ☐ Green Tree Floorplan Funding Corp (03-04706-CAD)
- ☐ Green Tree Finance Corp - Two (03-04707-CAD)
- ☐ Landmark Manufactured Housing Inc (03-04708-CAD)
- ☐ Rice Park Properties Corporation (03-04709-CAD)

INSTRUCTIONS FOR FILING PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law In particular types of cases or circumstances such as bankruptcy cases that are not filed voluntarily by a debtor there may be exceptions to the general rules

— DEFINITIONS —

Debtor

The person corporation or other entity that has filed a bankruptcy case is called the debtor

Creditor

A creditor is any person corporation or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim) This form must be filed with the court appointed Claims Agent Bankruptcy management Corporation at the address listed on the reverse side of this page

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property

Examples of liens are a mortgage on real estate and a security interest in a car truck boat television set or other item of property A lien may have been obtained through a court proceeding before a bankruptcy case began In some states a court judgment is a lien In addition to the extent a creditor also owes money to the debtor (has a right of setoff) the creditor's claim may be a secured claim (See also Unsecured Claim)

Unsecured Claim

If a claim is not secured claim it is an unsecured claim A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full

Unsecured Priority Claim

Certain types of unsecured claims are given priority so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims) The most common types of priority claims are listed on the proof of claim form Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as Unsecured Nonpriority Claims

Items to be completed in Proof of Claim form (if not already filled in)

Court, Name of Debtor, and Case Number

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example District of Delaware) the name of the debtor in the bankruptcy case and the bankruptcy case number If you received a notice of the case from the Claims Agent Bankruptcy Management Corporation all of this information is near the top of the notice

Information about Creditor

If not already accurately pre-printed complete the section giving the name address and telephone number of the creditor to whom the debtor owes money or property and the debtor's account number if any If (a) anyone else has already filed a proof of claim relating to this debt (b) if you never received notices from the bankruptcy court about this case (c) if your address differs from that to which the Claims Agent sent this notice or (d) if this proof of claim replaces or amends a proof of claim that was already filed check the appropriate boxes on the form

1 Basis for Claim

Check the type of debt for which the proof of claim is being filed If the type of debt is not listed check Other' and briefly describe the type of debt If you were an employee of the debtor fill in your social security number and the dates of work for which you were not paid

2 Date Debt Incurred

Fill in the date when the debt was first owed by the debtor

3 Court Judgments

If you have a court judgment for this debt state the date the court entered the judgment

4 Total Amount of Claim at Time Case Filed

Fill in the total amount of the entire claim If interest or other charges in addition to the principal amount of the claim are included check the appropriate place on the form and attach an itemization of the interest and charges

5 Secured Claim

If your claim is a secured claim check the appropriate boxes in this section You must state the type and value of property that is collateral for the claim attach copies of the documentation of your lien and state the amount past due on the claim as of the date the bankruptcy case was filed A claim may be partly secured and partly unsecured (See DEFINITIONS above)

6 Unsecured Priority Claim

If your claim is an unsecured priority claim (See DEFINITIONS above) check the appropriate boxes in this section and state the amount entitled to priority A claim may be partly priority and partly nonpriority if for example the claim is more than the amount given priority by the law Check the appropriate place to specify the type of priority claim

7 Credits

By signing this proof of claim you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor

8 Supporting Documents

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or if the documents are too lengthy a summary of those documents If documents are not available you must attach an explanation of why they are not available

Please read – important information upon completion of this claim form you are certifying that the statements herein are true

Be sure to date the claim and place original signature of claimant or person making the claim for creditor where indicated at the bottom of the claim form Please type or print name of individual under the signature Be sure all items are answered on the claim form If not applicable insert Not Applicable

Return claim form and attachments if any and a second copy with any attachments to the Claims Agent, Bankruptcy Management Corporation at the address on the front of this form

IN THE CHANCERY COURT FOR BRADLEY COUNTY, TENNESSEE
AT CLEVELAND

ARLINDA S MAYES	)	
Plaintiff	)	
v	)	**No** 02-276
	)	
THERMAL EXTERIORS, LLC	)	
RON J BOFINK & CONSECO FINANCIAL	)	
SERVICES, INC	)	
Defendants	)	

COMPLAINT FOR DECLARATORY JUDGMENT

Comes the plaintiff, Arlinda S Mayes, by and through counsel, who would hereby sue the defendants Thermal Exteriors, LLC, Ron Bofink & Conseco Financial Service, Inc for declaratory judgment and damages and for cause would show as follows

1 The plaintiff is a citizen and resident of Bradley County, Tennessee and resides at185 Sunrise Crossing Dr N E , Cleveland, TN 37323 For the purposes of the transaction that constitutes the basis of this lawsuit, she was a consumer as defined by T C A § 47-18-103, and 15 U S C 2301 (3)

2 The defendant Thermal Exteriors, LLC is a home repair company incorporated in the State of Tennessee The defendant Ron J Bofink is its President, and the principal owner of the company Their principal business address is 1500 Fruitland Dr , Suite A, Chattanooga, TN 37412 The defendant Conseco Financial Services, Inc is a foreign domestic corporation licensed to do business in the State of Tennessee Its registered agent is CT Corporation System, 530 Gay Street, Knoxville TN 37902

3 The plaintiff and her husband, Shaun W Mayes, who is not a party to this matter, entered into a contract with the defendants Thermal Exteriors, LLC in June of 2001 to construct an addition on to their home located at the address noted above At the time the defendant was known as Sunrooms of America, it later changed its name to Thermal Exteriors, LLC after the contract was signed At the time of the signing of the contract, all commitments and agreements were executed in Cleveland, TN at the plaintiffs home The plaintiff and her husband signed an agreement for the addition to their home which was for a total cost of $16 984 That documents is attached as Exhibit A The defendants representative advised that they would arrange financing and that all payments would be deferred for six months No documents were presented for signature at that time except for Exhibit A The plaintiff and her husband received a credit card from Owens-Corning, but did not receive a statement until November Plaintiff nor her husband ever used the credit card At no time did the plaintiff authorize any charges to be made to this credit card account by the defendant Ron Bofink or Thermal Exteriors, Inc

FILED
OCT 03 2002
CLERK & MASTER

The work was completed in of September of 2001 and thereafter, the plaintiff and her husband started to receive credit card statements in November of 2001 from the defendant, Conseco Financial Services, Inc When they got these statements it showed that there were two credit cards, one in the plaintiff's name and one in her husband's name They also noted that the monthly statements were for $171 a month on each of the credit cards They did not want to finance with the credit card and did not want to pay $171 a month in installments They called the defendant, Ron Bofink, and advised him that this was not acceptable The defendant, Bofink, then proceeded to make arrangements for financing through Key Bank He brought paperwork for the Plaintiff and her husband to sign with Key Bank to finance the remodeling and plaintiff signed the paper work At this time the paper work was signed This was the only paper work that was ever signed by either the plaintiff or her husband for financing of the remodeling of their home They never signed any paper work with the defendant Conseco Financial Services, Inc

4 In December of 2001 the plaintiff and her husband and the defendant Ron Bofink began to receive a series of checks from Key Bank There were four checks, copies of which are attached hereto as Exhibit B to this complaint These checks total $18,884 and were made out to Thermal Exteriors LLC, and the plaintiff and her husband The defendant, Ron Bofink advised that the plaintiff and her husband should endorse the checks and turn them over to him and he in turn would pay off the accounts at the defendant Conseco Financial Services This the plaintiff and her husband did Apparently, the defendant Ron Bofink and the defendant Thermal Exteriors executed two checks for $8 492 each on March 4, 2002 and transmitted these checks to the defendant Conseco Fiancial to pay off the balance owed on the credit cards Copies of those checks are attached hereto as Exhibit C

In March of 2002, the plaintiffs became aware of the fact that one of these checks had bounced This check was to pay off the credit card that was in the plaintiff's name The credit card that was in her husband s name has cleared In April of 2002, the plaintiff s husband transmitted a letter to the defendants Ron Bofink and Thermal Exteriors demanding that they make the check good Plaintiff and her husband are continuing to pay the loan at Key Bank The check to Conseco in the amount of $8,492 has never been made good

In addition, after the check bounced that was sent by the defendant Ron Bofink to Conseco Financial Services, the defendant Conseco has had debt collectors calling the plaintiff and her family demanding payment on this void agreement Conseco Financial Services still continues to assess finance charges to this account Plaintiff has paid $456 63 to Conseco which should be refunded to her In addition, the defendant Conseco has threatened to place a bad credit report against her credit history and effectively slander her credit

5 That as a part of this consumer credit transaction, the defendants Conseco Financial Services Inc , and Thermal Exteriors were obligated to make certain disclosures to the plaintiff including the circumstances and how the finance charges would be accessed and any and all charges to the account as they are incurred 15 U S C § 16371, Regulation Z, 12 C F R. § 226 6 That the defendant failed to disclose any information to the Plaintiff as a part of this consumer credit

transaction and as such violated this legal duty In addition, the charges were presented in a lump sum and not as they were incurred The defendant Conseco and Thermal Exteriors are liable to the plaintiff pursuant to 15 U S C §1640 for her damages being the amount of the contract sought to be voided, plus the statutory penalty of $1,000 00 and her attorney fees and expenses

6 That alleged credit card contract as to the plaintiff is void and of no effect and should be declared so pursuant to the provisions of the Declaratory Judgment Act T C A § 29-14-101 et seq as to all parties and the plaintiff be absolved of any responsibility under the contract in that she never signed the agreement, never used the credit card and is therefore under no legal obligation to pay anything In addition, the plaintiff would ask to find satisfaction and accord in that Thermal Exteriors Inc was an agent and acting on behalf of Conseco Financial Services

7 That the defendants Ron Bofink and Thermal Exteriors have converted the plaintiff's money and otherwise constituted the tort of fraud That the action was intentional and fraudulent and the defendant should be held liable for the amount of the check, pre-judgment interest and punitive damages for their conduct

8 That the actions of the defendant Ron Bofink and Thermal Exteriors, through its agents, in applying for and achieving the credit cards without the plaintiff's permission constitutes a deceptive business practice as prohibited by T C A § 47-18-104 Said actions by the defendant were willful or knowing violations as prohibited by T C A §47-18-109 (a)(3), and as such should subject the defendant to treble damages, as well as being responsible for the Plaintiff's attorney fees and cost

Wherefore, the plaintiff would hereby demand that the credit card contract be declared void and of no effect or in the alternative rescinded, and that the defendants be required to pay the plaintiff her damages in an amount not to exceed $10,000 00 and that this sum be trebled as provided by law and in addition, the statutory penalty be applied under the Federal Truth in Lending Act In the alternative, that the plaintiff be awarded punitive damages in an amount not to exceed that permitted by law and that in the opinion would be fair to all parties Further, the defendants be required to pay the plaintiffs attorney's fees and the cost of this cause, and that a jury try this cause

Respectfully submitted,
Arlinda Mayes, Plaintiff

By _____

William J Brown, Attorney
23 N Ocoee, P O Box 1001
Cleveland, TN 37364-1001
(423) 476-4515
BPR# 5450