

## Fill in this information to identify the case:

Debtor 1 Oak Creek Distribution LLCDebtor 2  
(Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: Northern District of Illinois - Eastern Div

Case number 18-30055

**FILED**  
UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
JAN 23 2019

JEFFREY P. ALLSTEADT, CLERK  
TEAM - CA

## Official Form 410

## Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

## Part 1: Identify the Claim

1. Who is the current creditor?

Chicago Stool & Chair, Inc.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?

☒ No☐ Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Chicago Stool & Chair, Inc.

Name

1230 Saint Charles St.

Number

Street

Elgin

City

IL

State

60120

ZIP Code

Contact phone

847-289-9955

Contact email

csci2001@sbglobal.net

Where should payments to the creditor be sent? (if different)

Same

Name

Number

Street

City

State

ZIP Code

Contact phone

Kathy Kelly

Contact email

Peter LiangUniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. Does this claim amend one already filed?

☒ No☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No☐ Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 84,589.05 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:** \_\_\_\_\_

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** \$ \_\_\_\_\_

**Amount of the claim that is secured:** \$ \_\_\_\_\_

**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

## 12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10-25-2018  
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

Heshou

First name

Middle name

Liang

Last name

Title

Owner

Company

Chicago Stool &amp; Chair, Inc

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

1230 Saint Charles Street

Number

Street

City

Elgin

State

IL

ZIP Code

60120

Contact phone

847-289-9955

Email

csci2001@sbcglobal.net



## Statement of HOBO Sales from CHICAGO STOOL AND CHAIR 2018

Hobo PO#	our Invoice#	Order Date	Shipping	Amount	Past Due	Due Date	Paid on	check #
N19946	18-0001	12/28/2017	1/15/2018	\$12,127.85		2/15/2018	3/2/2018	45792
N20284	18-0017	2/15/2018	3/7/2018	\$11,450.20		4/7/2018	5/15/2018	46071
N20284A	18-0017A	2/15/2018	3/8/2017	\$9,800.00		4/8/2018	5/15/2018	46071
N20628	18-0027	3/20/2018	4/6/2018	\$16,292.40		5/6/2018	6/11/2018	46286
N20628A	18-0027A	3/20/2018	4/9/2018	\$10,676.25		5/9/2018	6/11/2018	46286
N21047	18-0036	5/3/2018	5/14/2018	\$13,655.75		6/14/2018	7/16/2018	456506
N21047	18-0036A	5/3/2018	5/18/2018	\$13,135.00		6/18/2018	7/24/2018	46722
N21047	18-0036B	5/3/2018	5/24/2018	\$11,521.80		6/24/2018	7/24/2018	46722

HOBO PO#	our Invoice#	Order Date	Shipping	Amount		Due Date	
N21503	18-0046	6/27/2018	7/11/2018	\$9,988.70	x	8/11/2018	UNPAID
N21503	18-0046A		7/16/2018	\$4,283.85	x	8/16/2018	UNPAID
N21646	18-0050	7/17/2018	8/9/2018	\$13,250.90	x	9/9/2018	UNPAID
N21886	18-0051	8/14/2018	8/24/2018	\$21,739.50	x	9/24/2018	UNPAID
	18-0051A	8/14/2018	8/28/2018	\$21,583.05	x	9/28/2018	UNPAID
	18-0051B	8/14/2018	9/17/2018	\$9,471.00	x	10/17/2018	UNPAID
	18-0051C	8/14/2018	9/24/2018	\$4,272.05	x	10/24/2018	UNPAID

**\$84,589.05****\*\*\*\*Balance due on unpaid invoice\*\*\*\***



**Chicago Stool & Chair Inc.**

1230 St. Charles Street  
 Elgin, IL 60120  
 Tel: (847)289-9955  
 Fax: (847)289-9911

**INVOICE****To: HOBO**

Belvidere Road  
 Waukegan, IL60085

**INVOICE NO: 18-0046****DATE: July 11, 2018**

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	PRICE BASE	TERMS
	N000021503	July 11, 2018	Cycle Logistics	FOB Elgin	Net 30 days

TOTAL	DESCRIPTION	PRICE	EXTENSION
80	29" Black Saddle Stool / 1044460 pallet 1-4 of 29	21.75	1740.00
60	24" Black Saddle Stool / 1044461 pallet 5-7 of 29	21.25	1275.00
40	29" Dark Oak Saddle Stool / 1161923 pallet 8-9 of 29	21.75	870.00
80	24" Dark Oak Saddle Stool / 1161924 pallet 10-13 of 29	21.25	1700.00
55	24" Clark / 1179997 pallet 15-17 of 29 (2 x 20 pcs and 1 x 15 pcs)	26.50	1457.50
28	29" Clark / 1179998 pallet 18-19 of 29 (1 x 20 pcs and 1 x 8pcs)	27.50	770.00
12	24" Gavin / 1205619 pallet 23 of 29	33.95	407.40
48	29" Gavin / 1219136 pallet 24-27 of 29 (12pcs per pallet)	36.85	1768.80
**1st shipment of po#N21503 (23 pallets of 29 total)			
Total 403 stools			
Packed on 23 pallets			
			\$9988.70

Make all checks payable to: **CHICAGO STOOL & CHAIR INC.**  
 If you have any questions concerning this invoice, call at (847)289-9955  
**THANK YOU FOR YOUR BUSINESS!**

**THANK YOU FOR YOUR BUSINESS!**





Memorandum

TO: Consignee 40700 FROM: Shipper Chango Stool & Chair Co.

Street \_\_\_\_\_ Street \_\_\_\_\_

Destination \_\_\_\_\_ Zip Code \_\_\_\_\_ Origin \_\_\_\_\_ Zip Code \_\_\_\_\_

Route: \_\_\_\_\_ Vehicle No. \_\_\_\_\_ SCAC \_\_\_\_\_ Emergency Response Phone Number \_\_\_\_\_

No. Shipping Units	+HIM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)*	Rate or Class	CHARGES
23		pallets PO # <u>NE 21503</u>	<u>6200</u>		
		<u>403 stools</u>			
		<u>Shipment # 1 (23 pallets of total 29 pallets)</u>			

\* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight."

REMIT C.O.D. TO: ADDRESS \_\_\_\_\_ C.O.D. Amt. \$ \_\_\_\_\_ C.O.D. FEE: PREPAID ☐ COLLECT ☐ \$ \_\_\_\_\_ TOTAL CHARGES: \$ \_\_\_\_\_

Note-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ per \_\_\_\_\_

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.

(Signature of Consignor) \_\_\_\_\_

FREIGHT CHARGES Check Appropriate Box: ☐ Freight prepaid ☐ Collect

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents of packages unknown), marked, consigned, and destined as indicated above which said carrier, (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mark with "RD" if appropriate to designate Hazardous Materials as defined in the U.S. Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on Bills of Lading per 172.201(a)(1) (iii) of Title 49 Code of Federal Regulations. Also when shipping hazardous materials, the shipper's certification statement presented in section 172.204(a) of the Federal Regulations, as indicated on the Bill of Lading does apply, unless a specific exception from the requirement is provided in the Regulation for a particular material.

The format and content of hazardous item list is the responsibility of individual company interpretation of requirements as described in 49 Code of Federal Regulations 172, Subpart C-Shipping Papers. Such description consists of the following per Sections 172.201 (Hazardous Material Table) and Sections 172.202 and 172.203: Proper shipping name, hazardous class, UN identification number, packing group, and subsidiary class(es).

Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(c)(1)(A) and (B).

SHIPPER Valley-Kelley 7-11-18 CARRIER Seco Pacific 7-11-18

PER 3 This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.

Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.



**Chicago Stool & Chair Inc.**

1230 St. Charles Street  
 Elgin, IL 60120  
 Tel: (847)289-9955  
 Fax: (847)289-9911

**INVOICE**

**To: HOBO**  
 Belvidere Road  
 Waukegan, IL60085

**INVOICE NO: 18-0046A**  
**DATE: July 16, 2018**

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	PRICE BASE	TERMS
	N000021503	July 16, 2018	Echo Logistics	FOB Elgin	Net 30 days

TOTAL	DESCRIPTION	PRICE	EXTENSION
23	5 Tier Ladder shelf / Black / 1178240 pallet 14 of 29	27.50	632.50
30	Kitchen Trolley Cart Black / 1195333 pallet 20-22 of 29	52.75	1582.50
23	Loyd Console Table / 1237793 pallet 28-29 of 29 (1 x 12pcs and 1 x 11pcs)	89.95	2068.85
	2nd shipment of po#N21503 (6 pallets of 29 total)		
	<i>Total 23 5 tier ladders      Total 30 kitchen carts</i>		
	<i>Total 23 loyd tables          Packed on 6 pallets</i>		
			\$4283.85

Make all checks payable to: **CHICAGO STOOL & CHAIR INC.**  
 If you have any questions concerning this invoice, call at (847)289-9955  
**THANK YOU FOR YOUR BUSINESS!**

**THANK YOU FOR YOUR BUSINESS!**



**BILL OF LADING****BOL Number: 32527916****SHIP FROM**

Name: Chicago Stool & Chair inc.  
 Address 1: 1230 Saint Charles St  
 Address 2:  
 Address 3:  
 City/State/Zip: ELGIN, IL, 60120  
 Kathy P: (847) 289-9955 Ext. F:  
 Stop Notes:

Carrier: Monroe Transportation Service, Inc.

Pro #



Pick WT PCS SDAY 31778401  
 Trail

**SHIP TO**

Name: HOBO Distribution  
 Address 1: 7557 S 78th Ave  
 Address 2:  
 Address 3:  
 City/State/Zip: BRIDGEVIEW, IL, 60455  
 Barb P: 708-924-9155 Ext. 17 F:  
 Stop Notes:

**REFERENCE INFORMATION**

Reference Name

Value

Load BOL # N21503A

Load PO# N21503A

**THIRD PARTY FREIGHT CHARGES BILL TO**

Echo Global Logistics  
 600 W Chicago Ave Ste 725  
 Chicago, IL 60654

Freight Charge Terms:

Carrier Acct #:

Prepaid ☒ Collect ☐ 3rd Party ☒ Quote ID:**Special Instructions:**

Call Jessica @ Echo with ?s 847.213.2539  
 DO NOT STACK  
 \*No addntl services approved\*

**Shipper Instructions**

Pickup #: N21503A  
 Loc Type: Business  
 Special Services:

**Consignee Instructions**

Delivery #: N21503A  
 Loc Type: Business  
 Special Services:

ECHO is not liable for any accessorial charges unless pre-approved by Echo or noted on this bill of lading.

**LTL or Partial Only:**

# of Pallets: 6 Pallet Type: Skid Spots: 0 Stackable: No  
 Pallet Dimensions: L: W: H:

**CARRIER INFORMATION**

HANDLING UNIT		PACKAGE		WEIGHT	HM (X)	OD (X)	COMMODITY DESCRIPTION <small>Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to</small>	LTL Only	
QTY	TYPE	QTY	TYPE					NMFC#	CLASS
6	Pallets	0		3800			Stools/chairs	083445-	70
6		0		3800			<b>GRAND TOTAL</b>		

Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property as follows: "The agreed or declared value of the property is specifically stated by the shipper to be not exceeding \_\_\_\_\_ per \_\_\_\_\_."

COD Amount: \$ \_\_\_\_\_

Fee Terms: Collect: ☐ Prepaid: ☐Customer check acceptable: ☐

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations.

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. (Section 7)

Shipper Signature

**SHIPPER SIGNATURE / DATE**

This is to certify that the above-named materials are properly classified, described, packaged, marked, and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Shipper: [Signature] Date: 7-16-18**Trailer Loaded:**

☐ By Shipper  
☐ By Driver

**Freight Counted:**

☐ By Shipper  
☐ By Driver/pallets said to contain  
☐ By Driver/Pieces

**CARRIER SIGNATURE / PICKUP DATE**

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the Department of Transportation emergency response guidebook or equivalent documentation in the vehicle.

Carrier: [Signature] Date: 7-16-18



# Chicago Stool & Chair Inc.

1230 St. Charles Street  
Elgin, IL 60120  
Tel: (847)289-9955  
Fax: (847)289-9911

# INVOICE

**To: HOBO**

Belvidere Road  
Waukegan, IL60085

**INVOICE NO: 18-0050**

**DATE: August 9, 2018**

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	PRICE BASE	TERMS
	N000021646	August 9, 2018	Cycle Logistics	FOB Elgin	Net 30 days

TOTAL	DESCRIPTION	PRICE	EXTENSION
60	29" Black Saddle Stool / 1044460 pallet 1-3 of 25	21.75	1305.00
100	24' Black Saddle Stool / 1044461 pallet 4-8 of 25	21.25	2125.00
40	24" Dark Oak Saddle Stool / 1161923 pallet 9-10 of 25	21.25	850.00
28	5 Tier Ladder Black / 1178240 pallet 11 of 25	27.50	770.00
24	Kitchen Trolley Cart Black / 1195333 pallet 12-13 of 25 <b>**(12 pcs per pallet)</b>	52.75	1266.00
60	24" Gavin / 1205619 pallet 14-17 of 25	33.95	2037.00
84	29" Gavin / 1219136 pallet 18-23 of 25	36.85	3095.40
6	Market Island Cart / 1237645 pallet 24 of 25	90.00	540.00
76	Decorator Stand Espresso / 1237786 pallet 25 of 25 <b>**(with white)</b>	12.50	950.00
25	Decorator Stand White / 1237790 pallet 25 of 25 <b>**(with espresso)</b>	12.50	312.50
<b>Total 344 stools    Total 28-5 Tier Ladders    Total 24 Kitchen Carts</b> <b>Total 6 Market Islands    Total 101 Decorator Stands</b> <b>Packed on 25 pallets</b>			
			\$13250.90

Make all checks payable to: **CHICAGO STOOL & CHAIR INC.**  
If you have any questions concerning this invoice, call at (847)289-9955  
**THANK YOU FOR YOUR BUSINESS!**

**THANK YOU FOR YOUR BUSINESS!**

Original—Not Negotiable

TO: Consignee **HOB** (Name of Carrier) **Cycle Logistics** FROM: Shipper **Chicago Steel & Chair, Inc**

Street: Zip Code: Vehicle No.: SCAC: Emergency Response Phone Number:

No. Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions	Weight (Subject to Correction)*	Rate or Class	CHARGES
25		pallets PO# N 21646	8600		
		344 stools			
		28 5 tier ladders			
		24 kitchen carts			
		6 Market Islands			
		101 Decorator Stands			

REMIT C.O.D. TO: ADDRESS C.O.D. Amt. \$ C.O.D. FEE: PREPAID ☐ COLLECT ☐ \$ TOTAL CHARGES: \$

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person in corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER **lat kly** 8-9-18 CARRIER **Steve Capaldi** 8-9-18

1 This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.



# Chicago Stool & Chair Inc.

1230 St. Charles Street  
Elgin, IL 60120  
Tel: (847)289-9955  
Fax: (847)289-9911

# INVOICE

**To: HOBO**  
Belvidere Road  
Waukegan, IL60085

**INVOICE NO: 18-0051**  
**DATE: August 24, 2018**

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	PRICE BASE	TERMS
	N000021886	August 24 , 2018	Cycle Logistics	FOB Elgin	Net 30 days

TOTAL	DESCRIPTION	PRICE	EXTENSION
81	Framhouse Rustic Console/1247230 pallet 1-7 (6pallets 12 pcs, 1 pallet 9 pcs)	68.50	5548.50
180	Rustic Kitchen Cart/1247232 pallet 8-19** (11 pallets 16pcs, 1 pallet 4pc and 12 stools)	57.50	10350.00
120	5 Tier Ledger Bookcase/1219137 pallet 20-23	44.50	5340.00
27	Ripley 24" / 29" Adjustable/1205616 pallet 24	15.00	405.00
12	24" Natural Stool/1053652 **pallet 19 (with rustic kitchen cart)	8.00	96.00
** SHIPMENT #1 **			
Total 81 Farmhouse Total 180 Rustic Carts			
Total 39 Stools Total 120 5 tier Ledger			
Packed on 24 pallets			
		21739.50	

Make all checks payable to: **CHICAGO STOOL & CHAIR INC.**  
If you have any questions concerning this invoice, call at (847)289-9955  
**THANK YOU FOR YOUR BUSINESS!**

**THANK YOU FOR YOUR BUSINESS!**

Memorandum

TO: Consignee		(Name of Carrier)		FROM: Shipper		Shipper No.	
Street				Street		Carrier No.	
Destination		Zip Code		Origin		Zip Code	
Route:		Vehicle No.		SCAC		Emergency Response Phone Number	
No Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions		Commodities requiring special or additional care or attention in handling or stowing must be so marked and packaged as to ensure safe transportation with ordinary care. See Section 2(e) of National Motor Freight Classification, Item 360.		Weight (Subject to Correction)*	Rate or Class
24		Pallets		N1218860		18.772	
		Total 81 Furniture Console					
		Total 180 Rustic Cart					
		Total 39 Stools					
		Total 120 Storage Bookcase					

\*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight".

REMIT  
C.O.D. TO:  
ADDRESS

C.O.D.  
Amt. \$

C.O.D. FEE:  
PREPAID ☐  
COLLECT ☐ \$

TOTAL  
CHARGES: \$

Note—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.

FREIGHT CHARGES  
Check Appropriate Box:  
☐ Freight prepaid  
☐ Collect

(Signature of Consignor)

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents or condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mark with "RD" if appropriate to designate Hazardous Materials as defined in the U.S. Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on Bills of Lading per 172.201(a)(1) (iii) of Title 49 Code of Federal Regulations. Also when shipping hazardous materials, the shipper's certification statement prescribed in section 172.204(a) of the Federal Regulations, as indicated on the Bill of Lading does apply, unless a specific exception from the requirement is provided in the Regulation for a particular material.

The format and content of hazardous item list is the responsibility of individual company interpretation of requirements as described in 49 Code of Federal Regulations 172, Subpart C-Shipping Papers. Such description consists of the following per Sections 172.201 (Hazardous Material Table) and Sections 172.202 and 172.203: Proper shipping name, hazardous class, UN identification number, packing group, and subsidiary class(es).

Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(c (1)(A) and (B).

SHIPPER	CARRIER
PER	PER

3

This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.

Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

# Chicago Stool & Chair Inc.

1230 St. Charles Street  
Elgin, IL 60120  
Tel: (847)289-9955  
Fax: (847)289-9911

# INVOICE

**To: HOBO**

Belvidere Road  
Waukegan, IL60085

**INVOICE NO: 18-0051A**

**DATE: August 24, 2018**

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	PRICE BASE	TERMS
	N000021886	August 28 , 2018	Cycle Logistics	FOB Elgin	Net 30 days

TOTAL	DESCRIPTION	PRICE	EXTENSION
144	Mission Coat Rack Walnut / 1247231 pallet 25-28	64.50	9288.00
57	24/29" Ripley Stool / 1205616 pallet 29-30 (3pcs on pallet #46 with market island)	15.00	855.00
96	24" Natural Stool / 1053652 pallet 31-32	8.00	768.00
60	29" Dark Oak Stool / 1161923 pallet 33-35	21.75	1305.00
41	5 Tier Ladder Shelf Black / 1178240 pallet 36-37(#36 26pcs, #37 15pcs + 2pc Loyd)	27.50	1127.50
44	Kitchen Carts Black / 1195333 pallet 38-40 (#38 and #39 15pc , #40 14pc)	52.75	2321.00
45	24" Gavin Stool / 1205619 pallet 41-43	33.95	1527.75
28	29" Gavin Stool / 1219136 pallet 44-45	36.85	1031.80
9	Market Island Cart / 1237645 pallet 46 (+3 24/29" ripley)	90.00	810.00
36	Decorator Stand Espresso/1237786 pallet 47	12.50	450.00
24	Decorator Stand White1237790 pallet 47	12.50	300.00
20	Loyd Console Table w/ Baskets / 1237793 pallet 48 (18 pcs, 2 with 5 tier ladder)	89.95	1799.00
***SHIPMENT #2***			
Total 144 Coat Racks Total 286 Stools Total 20 Loyd Console table			
Total 41-5 tier Black Total 53 Kitchen Carts Total 60 Plant Stands			
Packed on 24 pallets			
		\$21583.05	

Make all checks payable to: **CHICAGO STOOL & CHAIR INC.**  
If you have any questions concerning this invoice, call at (847)289-9955  
**THANK YOU FOR YOUR BUSINESS!**

**THANK YOU FOR YOUR BUSINESS!**

Bill of Lading No. 18-0051A

Shipper No. \_\_\_\_\_

Carrier No. \_\_\_\_\_

Consignee HOTSD (Name of Carrier)

FROM: Shipper Chicago Steel

Street 1230 St. Charles St

Origin Elgin IL Zip Code 60120

Vehicle No. \_\_\_\_\_ SCAC \_\_\_\_\_

Emergency Response Phone Number \_\_\_\_\_

No. Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions	Weight (Subject to Correction)*	Rate or Class	CHARGES
4 pallets		PO# N21886		15000	
		144 Coat Racks			
		286 stools			
		20 Laid Console			
		40 S Fire Ladder			
		53 Kitchen Carts			

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight."

REMIT: C.O.D. TO: ADDRESS \_\_\_\_\_

C.O.D. Amt. \$ \_\_\_\_\_

C.O.D. FEE: PREPAID ☐ COLLECT ☐ \$ \_\_\_\_\_

TOTAL CHARGES: \$ \_\_\_\_\_

Note: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ per \_\_\_\_\_

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.

The carrier shall not make delivery of this shipment without payment of freight and all other charges.

(Signature of Consignor) \_\_\_\_\_

FREIGHT CHARGES: Check Appropriate Box: ☐ Freight prepaid ☐ Collect

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier, (the word "carrier" being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Mark with "RQ" if appropriate to designate Hazardous Materials as defined in the U.S. Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is optional method for identifying hazardous materials on Bills of Lading per 172.201(a)(1) (iii) of Title 49 Code of Federal Regulations. Also when shipping hazardous materials, the shipper's certification statement described in section 172.204(a) of the Federal Regulations, as indicated on the Bill of Lading does apply, unless a specific exception from the requirement is provided in the Regulation for a particular material.

SHIPPER John Kelly B-28-18

CARRIER [Signature]

PER [Signature]

Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(b)(1)(A) and (B).

This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.

Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.

# Chicago Stool & Chair Inc.

1230 St. Charles Street  
Elgin, IL 60120  
Tel: (847)289-9955  
Fax: (847)289-9911

# INVOICE

**To: HOBO**

Belvidere Road  
Waukegan, IL60085

**INVOICE NO: 18-0051B**

**DATE: Sept 17, 2018**

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	PRICE BASE	TERMS
	N000021886	Sept 17, 2018	Cycle Logistics	FOB Elgin	Net 30 days

TOTAL	DESCRIPTION	PRICE	EXTENSION
216	24/29" Ripley / 1205616 pallet 49-56	15.00	3240.00
40	29" Black Saddle Stools / 1044460 pallet 57-58	21.75	870.00
100	24" Black Saddle Stools / 1044461 pallet 59-63	21.25	2125.00
192	24" Natural / 1053652 pallet 64-67	8.00	1536.00
80	24" Dark Oak Saddle Stools / 1161924 pallet 68-71	21.25	1700.00
	<b>**SHIPMENT #3**</b>		
	<i>Total 628 Stools</i>		
	<i>Packed on 23 pallets</i>		
			<b>\$9471.00</b>

Make all checks payable to: **CHICAGO STOOL & CHAIR INC.**  
If you have any questions concerning this invoice, call at (847)289-9955  
**THANK YOU FOR YOUR BUSINESS!**

**THANK YOU FOR YOUR BUSINESS!**





**Chicago Stool & Chair Inc.**

1230 St. Charles Street  
Elgin, IL 60120  
Tel: (847)289-9955  
Fax: (847)289-9911

# INVOICE

**To: HOBO**

Belvidere Road  
Waukegan, IL60085

INVOICE NO: 18-0051C

DATE: Sept 24, 2018

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	PRICE BASE	TERMS
	N000021886	Sept 24, 2018	Cycle Logistics	FOB Elgin	Net 30 days

TOTAL	DESCRIPTION	PRICE	EXTENSION
39	24" Gavin / 1205619 pallet 72-74 (2 pallets 15pcs, 1 pallet 9pcs)	33.95	1324.05
80	29" Gavin / 1219136 pallet 75-80 (5 pallets 14pcs, 1 pallet 10pcs)	36.85	2948.00
	***4 <sup>th</sup> and final shipment***		
	Total 119 Stools		
	Packed on 9 pallets		
			\$4272.05

Make all checks payable to: CHICAGO STOOL & CHAIR INC.

Make all checks payable to: **CHICAGO STOOL & CHAIR INC.**  
If you have any questions concerning this invoice, call at (847)289-9955  
**THANK YOU FOR YOUR BUSINESS!**

**THANK YOU FOR YOUR BUSINESS!**

Emergency Response Phone Number: 10 of 10

Bill of Lading No. 18-0051C

Memorandum

Cycle Logistics

Shipper No.

Carrier No.

Consignee: H&B

(Name of Carrier)

FROM: Shipper

Chicago Steel Chair

Street

1230 St. Charles St.

Origin

Alvin LA Zip Code 70420

Zip Code

Vehicle No.

SCAC

Emergency Response Phone Number

No. Shipping Units	+HM	Kind of Packaging, Description of Articles Special Marks and Exceptions	Weight (Subject to Correction)*	Rate or Class	CHARGES
9 pallets		PO# N21886	2000		
		Total 119 stools			
		* 4th and final pickup for this PO *			

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading state whether weight is "carrier's or shipper's weight."

REMIT  
C.O.D. TO:  
ADDRESS

C.O.D.  
Amt. \$

C.O.D. FEE:  
PREPAID ☐  
COLLECT ☐ \$

TOTAL

CHARGES \$

Note-Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ \_\_\_\_\_ per \_\_\_\_\_

Subject to Section 7 of the conditions; if this shipment is to be delivered to the consignee without recourse, on the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.

FREIGHT CHARGES

Check Appropriate Box:

☐ Freight prepaid  
☐ Collect

(Signature of Consignor)

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment or (2) in the applicable motor carrier classification or tariff, if this is a motor carrier shipment. Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

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The format and content of hazardous item list is the responsibility of individual company interpretation of requirements as described in 49 Code of Federal Regulations 172, Subpart C-Shipping Papers. Such description consists of the following per Sections 172.201 (Hazardous Material Table) and Sections 172.202 and 172.203: Proper shipping name, hazardous class, UN identification number, packing group, and subsidiary class(es).

Note: Liability limitation for loss or damage in this shipment may be applicable. See 49 United States Code, Sections 14706(c) (1)(A) and (B).

SHIPPER: Kelly Kelly 9-24-18

CARRIER: CYCLE LOGISTICS

ER: This is to certify that the above named materials are properly classified, packaged, marked, and labeled, and are in proper condition for transportation according to the applicable regulations of the U.S. Department of Transportation.

PER: [Signature] 9-24-18  
Carrier acknowledges receipt of packages and any required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. Department of Transportation emergency response guidebook or equivalent documentation in the vehicle. Property described above is received in good order, except as noted.



# Northern District of Illinois Claims Register

## [18-30055 Oak Creek Distribution LLC](#)

**Honorable Judge:** Jacqueline P. Cox

**Chapter:** 11

**Office:** Eastern Division

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (27233320)  
CHICAGO STOOL & CHAIR  
1230 ST CHARLES STREET  
Elgin, IL 60120-0000

**Claim No:** 59  
*Original Filed*  
*Date:* 01/23/2019  
*Original Entered*  
*Date:* 01/23/2019

*Status:*  
*Filed by:* CR  
*Entered by:* Kimetha Collier  
*Modified:*

Amount claimed: \$84589.05

### *History:*

[Details](#) [59-1](#) 01/23/2019 Claim #59 filed by CHICAGO STOOL & CHAIR, Amount claimed: \$84589.05 (Collier, Kimetha)

### *Description:*

### *Remarks:*

## Claims Register Summary

**Case Name:** Oak Creek Distribution LLC

**Case Number:** 18-30055

**Chapter:** 11

**Date Filed:** 10/25/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$84589.05
<b>Total Amount Allowed*</b>	

\*Includes general unsecured claims

**The values are reflective of the data entered. Always refer to claim documents for actual amounts.**

	Claimed	Allowed
Secured		
Priority		
Administrative		