

**UNITED STATES BANKRUPTCY COURT** Southern District of New York

**PROOF OF CLAIM**

Name of Debtor:  
**Jennifer Convertibles**

Case Number:  
**10-13779**

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 (the person or other entity to whom the debtor owes money or property):  
**James Conlee Jackson**

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

**5940 S. King Dr.  
Unit 1W  
Chicago, IL 60637**

**RECEIVED**

**JAN 07 2011**

**BMC GROUP**

Court Claim Number: \_\_\_\_\_  
(If known)

Filed on: 07/18/2010

Telephone number:  
**(773) 493-8693**

Name and address where payment should be sent (if different from above):

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

Telephone number:

Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 2,078.47

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

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

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

2. Basis for Claim: Goods Sold  
(See instruction #2 on reverse side.)

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: 4004

Wages, salaries, or commissions (up to \$11,725\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

4. Secured Claim (See instruction #4 on reverse side.)

Up to \$2,600\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 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)( ).

Amount entitled to priority:

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

\*Amounts are subject to adjustment on 4/1/13 and respect to the date of \_\_\_\_\_

Jennifer Convertibles



FOR COURT USE ONLY

DEC 29 2010

U.S. BANKRUPTCY COURT, SDNY

Nature of property or right of setoff:  Real Estate  Motor Vehicle  Other  
Describe:

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. 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. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:  
**12/22/2010**

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Mr. James Conlee Jackson

*James C. Jackson*



16901 TORRENCE AVENUE  
LANSING, IL 60438  
TEL: 708-895-6374

DELIVER TO: 5940 S. King Dr. Uptown  
ADDRESS: James C. Jackson SOURCE:  
CITY/STATE: Chicago, Ill ZIP: 60637 APT: 2  
DIRECTIONS: E-MAIL: JJC3260606@  
PHONE: HOME: (773) 493-193 BUS: (773) 406-3973

RECEIVED BY \_\_\_\_\_  
PROPERTY DAMAGE \_\_\_\_\_  
JENNIFER CONVERTIBLES CAN NOT ACCEPT ANY CLAIMS FOR PROPERTY DAMAGE NOT REPORTED AT THE TIME OF THIS DELIVERY  
IN SATISFACTORY CONDITION

QTY.	VENDOR	MODEL	DESCRIPTION	FABRIC / LEATHER	GRADE	AMOUNT
1	Venice	T.R.	Sofa Bed Section Full size	Choc.		1599
			108			
			86			

YES! I want  The UpholsterySHIELD Fabric / Leather Protection Plan  
NO,  I decline and assume all responsibility for stains to the fabric / leather after delivery. X

ALLOW APPROXIMATELY \_\_\_\_\_ TO \_\_\_\_\_ WEEKS FOR DELIVERY

**ALL FLOOR MODEL SALES ARE FINAL SALES - SOLD AS IS NO REFUNDS - NO RETURNS**  
CUSTOMER HAS INSPECTED BED  YES  NO ANY DAMAGES \_\_\_\_\_

MDSE. TOTAL	1799
TAX	198
DELIVERY	130
TOTAL	2078
DEP CASH <input type="checkbox"/> CHARGE CARD <input checked="" type="checkbox"/>	2078
CHECK <input type="checkbox"/> APPLIED <input type="checkbox"/> # _____	

**FINANCING PROGRAM**

**APPROXIMATE MEASUREMENTS**  
L 86 D 35 H 37  
L 71 D 35 H 37  
L \_\_\_\_\_ D \_\_\_\_\_ H \_\_\_\_\_

**WALK-UP CHARGE: \$5.00 PER PIECE**  
PER FLIGHT, AFTER THE FIRST FLIGHT  
PAYABLE TO THE DRIVER CASH ONLY  
Our delivery service cannot walk-up furniture past the 6th floor.

**DISASSEMBLY CHARGE \$199.99**  
Responsibility for the size of merchandise in regard to home delivery remains with the buyer.

BALANCE	
DEP CASH <input type="checkbox"/> CHARGE CARD <input type="checkbox"/>	
CHECK <input type="checkbox"/> APPLIED <input type="checkbox"/> # _____	
BALANCE	
DEP CASH <input type="checkbox"/> CHARGE CARD <input type="checkbox"/>	
CHECK <input type="checkbox"/> APPLIED <input type="checkbox"/> # _____	
BALANCE	
DEP CASH <input type="checkbox"/> CHARGE CARD <input type="checkbox"/>	
CHECK <input type="checkbox"/> APPLIED <input type="checkbox"/> # _____	
BALANCE	

*James C. Jackson*  
PURCHASER'S SIGNATURE. I HAVE READ AND AGREED TO THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS CONTRACT.

**Thank You For Your Patronage.**  
www.jenniferfurniture.com

**FAILURE TO BE HOME FOR DELIVERY RESULT IN A FULL REDELIVERY CHARGE**

# THE JENNIFER WORRYFREE GUARANTEE

**WORRY FREE GUARANTEE** - Jennifer Convertibles guarantees to you, the original purchaser that the wood frame construction, upholstery fabric, seams, seat cushion cores and other padding materials, springs and webbing, bed and recliner mechanisms, the mattress and all tables will be free of defects, due to faulty materials or workmanship, under normal household use for a period of one (1) year from the original delivery date.

be free from structural defects for as long as you own your furniture.

If you have purchased our UpholsterySHIELD Fabric or Leather Protection Plan, please refer to the UpholsterySHIELD guarantee certificate for the terms and conditions of our exclusive UpholsterySHIELD Fabric or Leather Protection Plan. Damages on seams are not covered by our leather protection plan. Staining of pure-aniline leathers is not covered by our leather protection plan. If you need a copy of this certificate, please call your showroom listed on the other side of this receipt.

We are proud of our leather and textile products. All our upholstered pieces are hand-crafted individually. As a result tailoring variations from the showroom model may exist and meet acceptable industry standards. Jennifer Convertibles does not guarantee fabrics or leathers against normal wear and tear which may include wrinkling, pilling, fading, shrinking or stretching. "Brushed Fabrics or Leathers" have natural hallmarks; lines, rubs and creases are part of the intrinsic character of the fabric / leather and not considered defects. Lines, rubs and creases are natural to the fabric and add to its casual elegance. Leather is a natural product. Inconsistencies of color should be expected in all dyed leather hides. Scars, stains, abrasions and shading of color is normal in all leather. Never use abrasive cleaners, saddle soaps or chemicals on the surface of your leather. With use, seat cushion cores and filling materials will soften, lose height and conform to the shape of the users. These changes are normal and expected and are not considered defects in materials or workmanship. Softening of springs and webbing over time is normal and expected and is not considered a defect in materials or workmanship.

It is the customers responsibility to inspect all merchandise at the time of pick-up and/or delivery. Jennifer Convertibles will not be responsible for damages that are not reported within two (2) days from the date of delivery / pickup. Jennifer Convertibles will not be responsible for handling damage to any merchandise that has been moved from the original delivery address or has been picked up from Jennifer Convertibles by the purchaser. Damages caused by the misuse or negligence of the purchaser are not covered under the guarantee. This guarantee is non-transferable. If the merchandise is moved beyond the service area\*, the purchaser is responsible to bring the merchandise to an area designated by Jennifer Convertibles. In the event of a defect due to faulty materials or workmanship, Jennifer Convertibles will have the defective item serviced at no charge, providing it is within the guarantee period. In the event that a component, style, or fabric that is needed as replacement have been discontinued, Jennifer Convertibles reserves the right to replace such defective component, style or fabric / leather with a comparable alternative. Jennifer Convertibles will not assume responsibility for dye lot variances on any items serviced beyond the one year guarantee period for upholstery fabric / leather.

All floor models are sold as is, final sale, and no returns, refunds or exchanges are allowed. Floor models are not covered by the foregoing guarantees. Jennifer Convertibles liability shall not exceed the cost of repair or replacement. Jennifer Convertibles will not be responsible for consequential damages. To the extent that any provision or term of sale is unlawful or improper in any jurisdiction, then such provision or term shall not apply.

To qualify for this guarantee, the original purchaser must provide proof of purchase by supplying the order number from the sales receipt.

## IMPORTANT INFORMATION

This sale is subject to the terms and conditions herein set and cannot be changed or otherwise modified verbally. Errors in arithmetic are subject to correction. All cancellations (including layaways), after 48 hours of your initial deposit date, will be subject to a cancellation fee equal to thirty percent (30%) of the merchandise total plus any applicable delivery fees. Jennifer Convertibles does not allow returns, refunds or exchanges of delivered merchandise. A total of one-half of the grand total must be deposited before merchandise can be reserved or special ordered. Delivery of all floor models must be accepted for delivery within 10 days from the date of purchase. All time quotes are approximate.

Anyone that you select to accept your merchandise on delivery acts as your agent. All signed acceptances are binding. Responsibility for the size(s) of items selected, with respect to home delivery, remains with the buyer. If Jennifer Convertibles has to disassemble and reassemble your furniture in order to complete delivery, there will be an additional charge of \$199.99 per piece (within our Normal Delivery / Service Radius\*). Our delivery service will do whatever is reasonably possible to prevent you from incurring this expense. If a disassembly is required, a professional technician will be dispatched to the delivery address on a later date to complete your delivery. Our delivery service cannot hoist furniture under any circumstances. Delivery personnel are responsible for the unpacking and assemblage of all furniture, unless they are requested not to perform these responsibilities. Our delivery service cannot move existing furniture. The room where the merchandise will be delivered must be cleared and prepared for delivery. If not, there will be delivery only and no set up. Materially damaged or non-conforming furniture can be refused at the time of delivery without penalty. If materially damaged furniture is accepted upon delivery, any repairs will be made to the manufacturers standards at the location of delivery or pickup. You may relinquish your rights for inspection, in home repair, replacement, or refund, if payment is stopped in any way. Jennifer Convertibles cannot be held responsible for non-delivery due to circumstances beyond our direct control. In the event that a refund is needed, all cash, check and credit card refunds are processed at our corporate office. A check or credit card refund slip will be mailed directly to you.

\*Normal Delivery / Service Area Radius: 50 miles from nearest showroom.

FINANCE  
CASH  
CREDIT

1310K0

# UpholsterySHIELD®

## Lifetime Leather Protection Plan

Exclusively at

**JENNIFER LEATHER**

The UpholsterySHIELD Lifetime Leather Protection Plan meets your needs no matter what kind of leather furnishings you have. UpholsterySHIELD is a protection plan. Some leathers have a tannery applied treatment, some leathers have no applied treatment. Either way Jennifer's UpholsterySHIELD Lifetime Protection Plan will guarantee your leather as described below. UpholsterySHIELD is a subsidiary of Jennifer Warehouse, Inc. and its products and services are offered exclusively through Jennifer Leather stores. The lifetime guarantee is provided by Jennifer Warehouse, Inc., a private independent company, providing this service to Jennifer Leather & Jennifer Convertibles.

***With Jennifer's UpholsterySHIELD Lifetime Leather Protection Plan  
you will always have peace of mind.***

**Guarantees to the Original Owner:**

UpholsterySHIELD Lifetime Leather Protection Plan guarantees to the original owner of new leather furniture that, if the leather has been properly cared for and is accidentally damaged (as listed below) during its lifetime, Jennifer Leather will provide the following services:

A. Jennifer Leather will have the damaged leather professionally serviced by an authorized leather technician, at no charge to the customer.

B. If the authorized leather technician cannot service the damaged leather, Jennifer Leather will, at its option, either recover or replace the damaged leather of the merchandise. UpholsterySHIELD cannot be responsible for variations in dye lots.

C. If the leather is not available the owner can select a new replacement piece equal in value to the original merchandise total (does not include delivery and fabric protection charges) in exchange for the original merchandise.

**What is Covered by this Guarantee:**

The Lifetime Leather Protection Plan covers accidental customer caused nicks, cuts, punctures, rips, scratches and cigarette/cigar burns. With the exception of full grain pure aniline leather, stains from food or beverages.

**To Qualify for this Guarantee:**

To qualify for this guarantee, the customer must:

• Provide proof of the Lifetime Leather Protection purchase by providing the order number from the retail sales receipt.

• Report all guarantee claims to UpholsterySHIELD within seven days of each occurrence which leads to the guarantee claim.

**Exclusions:**

- Furniture that has been mishandled, abused or neglected.
- Staining is not covered for a full grain pure aniline leather.
- Cumulative multiple damages not reported within seven days of each occurrence.
- Fading, Cracking and Peeling
- Animal Damage
- Seams
- Stains caused by ink, dyes, felt markers, nail polish, paint, blood or urine.
- No commercial or rental uses are covered.

In the event that UpholsterySHIELD is not able to provide service in the area in which you live, UpholsterySHIELD's liability shall not exceed the purchase price paid for the plan at the time of purchase.

This guarantee is in lieu of all other guarantees, expressed or implied, and no one is authorized to assume or undertake for UpholsterySHIELD any other liability in connection with the sale of this product. UpholsterySHIELD shall not be liable for any consequential or indirect damages of any kind. This guarantee gives you specific legal rights and you may have other legal rights which vary from state to state.

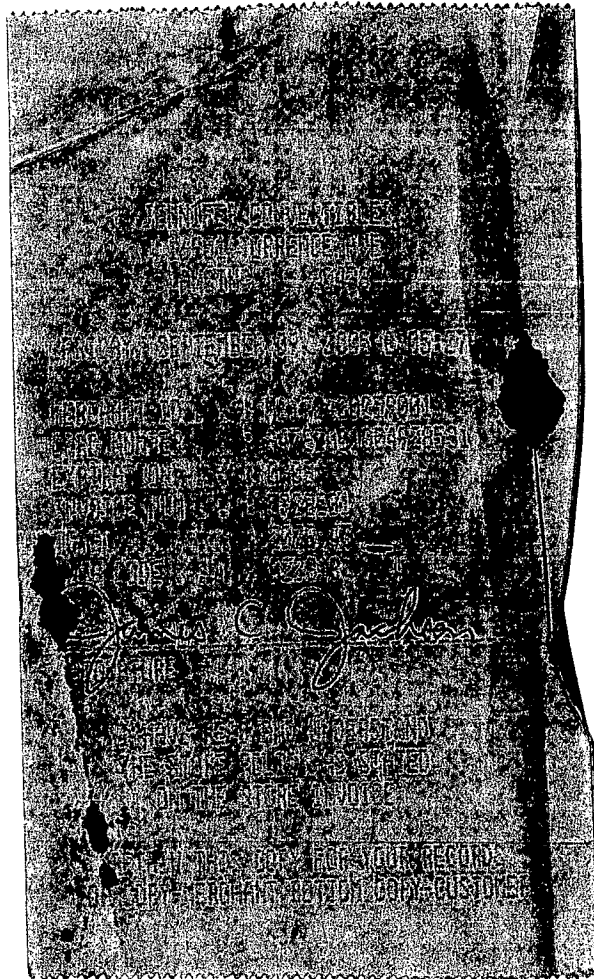
**Your UpholsterySHIELD Leather Protection Plan Number is 1-800-371-6111.**

**Please call Monday through Friday, 9am to 12pm and 1pm to 5pm Eastern Time.**

#0704

Sales Order Number:

    JL 34004



## Complaint Form

**Complaint Submitted**

Your complaint has been submitted. Your complaint number is: 10820149. The complaint has been transferred to the local BBB to be handled in their system. You may wish to copy or print this information for further reference. Press OK when ready.

The complaint is being handled by the BBB listed below. Please contact them with any questions.

BBB of Metropolitan New York (New York, NY)  
 30 East 33rd Street 12th Floor  
 New York, NY 10016  
 Phone: (212)533-6200  
 Fax: (212)477-4912  
 Email: [Inquiry@newyork.bbb.org](mailto:Inquiry@newyork.bbb.org)  
 Web: <http://www.newyork.bbb.org>

OK

**Consumer Information**

Title: Mr.  
 First Name: James  
 Middle Name: Conlee  
 Last Name: Jackson  
 Suffix:  
 Address: 5940 S. King Dr.  
 Address 2: Unit 1W  
 City: CHICAGO  
 State: Illinois  
 Zip/Postal Code: 60637  
 Country: UNITED STATES  
 Daytime Phone: 7734063973  
 Evening Phone: 7734938693  
 Fax: 7734938731  
 Email: JJAC326060@aol.com

**Business Information**

Name: Jennifer Convertibles  
 Address: 419 Crossways Park Dr  
 City: Woodbury  
 State/County: NY  
 Zip/Postal Code: 11797-2060

**Problem**

Please provide a BRIEF, FACTUAL DESCRIPTION of the problem you experienced. If you are notifying the BBB of an advertising claim that you believe is inaccurate or misleading, include the date and location of the advertisement.

1. Primary Classification:  Guarantee Or Warranty Issues

2. Secondary Classification:  
Repair Issues

3. Problem:

I purchased a sofabled sectional from Jennifer Convertibles in Illinois from the store that was located at 16901 Torrence Avenue, Lansing Illinois 60438 (708-895-6374) on 9/9/05. I also purchased their "UpholsterySHIELD LIFETIME Fabric/Leather Protection Plan." In any case, I recently begun to notice some nicks, rips and scratches on one of my seat casings. I remembered that I had the "LIFETIME" warranty and so I called to file a claim. I was told that Jennifer Convertibles was in Chapter 11 and was not honoring the UpholsterySHIELD in markets where they did not have stores anymore (Illinois being one). I was stunned, but then ask was there someone they could direct me to who might STILL be able to assist me with this issue. I was given the name and number of a local guy (who I will not name at this time) who informed me that there was nothing that he could really do at all! He stated that the product that I purchased was not even REAL LEATHER to begin with! Okay, now I was DOUBLE-STUNNED, lol. He suggested that I call customer service back and ask if I could "purchase" a "seat casing" from them. I then called back and asked if I could purchase a seat casing back and told that 1.) they were ONLY honoring customers in the markets they were still servicing/serving and 2.) the warehouse where I could get a new seat casing was CLOSED! So I then asked could I get the seat casing from someplace else, at which I was told NO. SO now I am stuck with one seat covering that looks HORRIBLE with NO RECOURSE! I purchased a "LIFETIME" protection plan and Jennifer should AT LEAST give me back a "prorated" refund on the price I paid for the protection plan.

Complaint Background

Not all of these questions are required. Please provide as much information as you have.

- 1. Product/Service Purchased: Sofabed Sectional
- 2. Model Number: Triumph
- 4. Order #: IL 34004
- 5. Purchase Date: 9/9/2005
- 6. Date Problem First Occurred: 12/12/2010

Dates you complained to the company/organization

- 7. First Date: 12/13/2010

Name of Sales Person

- 12. Title: Mr.
- 13. First Name: Teon
- 17. Purchase Price: \$2,078.47

Desired Outcome

Enter your DESIRED OUTCOME below. Please keep your description within the box provided, without scrolling. A summary of your complaint is preferred, as the BBB will contact you if they need additional details. Mandatory fields are followed by a RED \*.

- 1. Desired Settlement: Replacement
- 2. Desired Outcome: Jennifer Convertibles replace the seat casing or refund (prorated)my protection plan amount (199.99). OR they could transfer my warranty to another warranty holder who will continue to honor my original warranty.