

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: <u>JENNIFER CONVERTIBLES - JENNIFER LEATHER</u>		Case Number: <u>10-13779</u>
<small>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.</small>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>VICKI BRADLEY</u>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <u>106 ASH STREET HOPKINTON, MA 01748</u>		Court Claim Number: _____ (If known)
Telephone number: <u>508-625-1808</u>		Filed on: <u>July 19, 2010</u>
Name and address where payment should be sent (if different from above): <u>SAME</u>		<input type="checkbox"/> 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: <u>BMC GROUP</u>		<input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>1639.97</u>		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.
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. <input type="checkbox"/> 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.		
2. Basis for Claim: <u>goods sold / repair services</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> 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: <u>5038</u> 3a. Debtor may have scheduled account as: <u>JENNIFER LEATHER</u> (See instruction #3a on reverse side.)		<input type="checkbox"/> 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).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> 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: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input checked="" type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____).
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		Amount entitled to priority: <u>\$ 1639.97</u>
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:		*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 12/31/10

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.

Vicki Bradley

Jennifer Convertibles



JAN - 4 2011

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

U.S. BANKRUPTCY COURT, SDNY

JENNIFER CONVERTIBLES

579 WORCESTER STREET
 NATICK, MA 01760
 TEL: 508-651-9220

DELIVER TO: _____ **DATE:** 1/22/99
ADDRESS: _____ **SOURCE:** _____
CITY / STATE: _____ **ZIP:** _____ **APT:** _____
DIRECTIONS: _____
PHONE HOME: _____ **BUS:** _____
E-MAIL: _____

ORDER NUMBER
JMN 15038

QTY	VENDOR	MODEL	DESCRIPTION	FABRIC / LEATHER	GRADE	AMOUNT
1	Werner	Revolving Credit	Convertible Sofa	Leather	29	1199.99
			Chair			

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 CANCELLATIONS - NO REFUNDS - NO RETURNS
 CUSTOMER HAS INSPECTED BED YES ___ NO ___
 ANY DAMAGES

FINANCING PROGRAM		APPROXIMATE MEASUREMENTS		WALK-UP CHARGE:	
L	D 24.5" H 35"	L	D 24.5" H 35"	DEP CASH <input type="checkbox"/>	CHARGE CARD <input type="checkbox"/>
L	D 24.5" H 35"	L	D 24.5" H 35"	CHECK <input type="checkbox"/>	APPLIED # _____
L	D 24.5" H 35"	L	D 24.5" H 35"	DEP CASH <input type="checkbox"/>	CHARGE CARD <input type="checkbox"/>
L	D 24.5" H 35"	L	D 24.5" H 35"	CHECK <input type="checkbox"/>	APPLIED # _____
DISASSEMBLY CHARGE \$199.99				BALANCE	
<small>Responsibility for the size of merchandise in regard to home delivery remains with the buyer.</small>				BALANCE	
<small>Our delivery service cannot walk-up furniture past the 6th floor.</small>				BALANCE	

MDS: TOTAL	1399.98
TAX	700.00
DELIVERY	169.99
TOTAL	1639.97

If financed, I acknowledge receipt of the goods and/or services described under the terms and condition of the revolving Credit Card Account Agreement.

FINANCING SALE AMOUNT \$ _____
 FINANCED _____
 FINANCE APPROVAL # _____

DELIVERY DATE _____

"ALL DAY DELIVERY" DELIVERY RESERVATION # _____

C.O.D.

ALL COD'S PAYABLE BY CERTIFIED CHECK OR MONEY ORDER ONLY!

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

SALES ASSOCIATE # _____
ORD. ACK. REC. _____

TYPE OF SALE
 SPECIAL ORDER
 TAGGED OUT (G.S.)
 A.G.S.
 LAYAWAY PRICE RESERVE
 UpholsterySHIELD
 FLOOR SAMPLE

LEATHER
 SEMI-ANILINE DYED
 PURE ANILINE DYED
 ALL LEATHER
 LEATHER / VINYL

RECEIVED BY _____

JENNIFER CONVERTIBLES CAN NOT ACCEPT ANY CLAIMS FOR PROPERTY DAMAGE NOT REPORTED AT THE TIME OF THIS DELIVERY. PROPERTY DAMAGE

IN SATISFACTORY CONDITION

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

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.

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 solely at the time of delivery without penalty. If materially damaged furniture is accepted upon delivery, any repairs will be made up to 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.

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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: JM 15038

*registered
cred. #
bankrupt*

UpholsterySHIELD®
Lifetime Leather Protection Plan

Exclusively at

JENNIFER LEATHER

LEATHER CARE AND CLEANING TIPS

In general, most furniture upholstery will maintain a fresh appearance by using these simple techniques:

1. With a dry soft cloth, gently remove loose dust and dirt before it becomes embedded in the leather.
2. Clean up spills right away. Blot up wet or oil-based spills promptly with a **DRY** absorbent cloth, facial tissues or sponge.

DO NOT RUB!

Usually all traces of a spill will be removed if blotted promptly. If a spot persists however, **DO NOT** attempt to remove the spot with water or any type of cleaning solution.

CONTACT Upholstery SHIELD immediately at:

1-800-371-6111

3. Have a professional cleaning and conditioning done periodically.

Vicki Bradley
66 Ash Street
Hopkinton, MA 01748

United States Bankruptcy Court
Southern District of New York
One Bowling Green
New York, NY 10004-1408

December 31, 2010

Dear Clerk,

Enclosed please find my claim against Jennifer Leather and supporting documents. Please send me proof of claim filing in the enclosed self-addressed envelope. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Vicki Bradley".

Vicki Bradley