

UNITED STATES BANKRUPTCY COURT

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):

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

Name and address where notices should be sent:

Frank Laythe
165 Athens St. South Boston, Ma 02129

Court Claim Number: (If known)

Telephone number: 617-269-5849

Filed on:

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

RECEIVED

JUL 19 2011

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:

BMC GROUP

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

1. Amount of Claim as of Date Case Filed: \$ 936.60

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.

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.

Specify the priority of the claim.

2. Basis for Claim: Furniture goods

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: Sales Associate #3101 on #1789

Wages, salaries, or commissions (up to \$10,950*) 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:

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

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: Real Estate Motor Vehicle Other

Value of Property: \$ 936.60 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: \$

Up to \$2,425* 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 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

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.

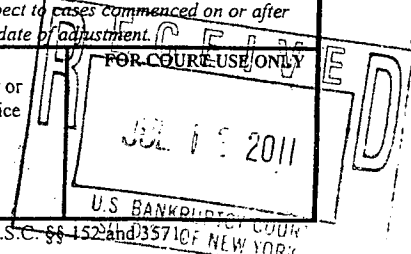
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 7-9-11

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.

Frank Laythe Frank Laythe



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 OF NEW YORK

Jennifer Convertibles 00402

JENNIFER
CONVERTIBLES

376 BOYLSTON STREET
BOSTON, MA 02116
TEL: 617-375-9083

DELIVER TO: *Franz A. Lagoda* DATE: *4-30-16*
ADDRESS: *165 Athens St* SOURCE:
CITY/STATE: *So. Boston, MA* ZIP: *02129* APT:
DIRECTIONS: *West Brewster St* E-MAIL:
PHONE: HOME: *617 269-5849* BUS: *617 510-4877*

ORDER NUMBER
JCB 23903
SALES ASSOCIATE # *3111*
SALES ASSOCIATE: *Michelle*

QTY.	VENDOR	MODEL	DESCRIPTION	FABRIC/LEATHER	GRADE	AMOUNT
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1	Veneer	Fabric Henry	<i>20. Set. 3.0. 1.0. 1.0. 1.0.</i>	<i>moche</i>	21	\$599.99
			<i>(no bed)</i>			
			<i>Table chain</i>	<i>moche</i>	21	<i>100.00</i>

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	725	78
TAX	45	62
DELIVERY	155	75
TOTAL	936	66

FINANCING PROGRAM

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

APPROXIMATE MEASUREMENTS
L D _____ H _____
L *ABOVE* _____ H _____
L D _____ H _____

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

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.

DEP CASH CHARGE CARD CHECK <input checked="" type="checkbox"/> APPLIED \$ <i>936</i>	
BALANCE	<i>0</i>
DEP CASH CHARGE CARD CHECK <input type="checkbox"/> APPLIED \$ _____	
BALANCE	
DEP CASH CHARGE CARD CHECK <input type="checkbox"/> APPLIED \$ _____	
BALANCE	

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

"ALL DAY DELIVERY"
DELIVERY RESERVATION #
C.O.D.

DELIVERY DATE
4-11-16
ALL CO'S PAYABLE BY CERTIFIED CHECK OR MONEY ORDER ONLY!
C.O.D. DATE REC.

Thank You For Your Patronage.
www.jenniferfurniture.com

Donald O. Lagoda
PURCHASER'S SIGNATURE / DATE: *4/23/16* AGREED TO THE TERMS AND CONDITIONS OF THE FRONT AND BACK OF THIS CONTRACT

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.