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*Attorneys for J.W. Mays, Inc.*

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: : Chapter 11  
: :  
JENNIFER CONVERTIBLES, INC., *et al.*,<sup>1</sup> : Case No. 10-13779 (ALG)  
: :  
Debtors. : (Jointly Administered)  
: :  
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**OBJECTION OF J. W. MAYS, INC. TO  
NOTICE OF FILING OF AMENDED CURE SCHEDULE  
FOR ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES RELATING TO THE AMENDED JOINT CHAPTER 11 PLAN  
OF REORGANIZATION OF JENNIFER CONVERTIBLES, INC.  
AND ITS AFFILIATED DEBTORS**

The objection of J.W. Mays, Inc. (“Mays”) to the *Notice of Filing of Amended Cure Schedule for Assumed Executory Contracts and Unexpired Leases Relating to the Amended Joint Chapter 11 Plan of Reorganization of Jennifer Convertibles, Inc. and its Affiliated Debtors* dated January 13, 2010 (the “Cure Amount Notice”) [Docket # 436], respectfully represents as follows:

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, if applicable, are: (i) Jennifer Convertibles, Inc. (4646); (ii) Jennifer Convertibles Boylston MA, Inc. (7904); (iii) Jennifer Chicago Ltd. (0505); (iv) Elegant Living Management, Ltd. (5049); (v) Hartsdale Convertibles, Inc. (1681); (vi) Jennifer Management III Corp. (3552); (vii) Jennifer Purchasing Corp. (7319); (viii) Jennifer Management II Corp. (9177); (ix) Jennifer Management V Ltd. (9876); (x) Jennifer Convertibles Natick, Inc. (2227); (xi) Nicole Convertibles, Inc. (5985); (xii) Washington Heights Convertibles, Inc. (0783).

1. By lease agreement dated January 2010 (the “Lease”), Mays leased to Jennifer Convertibles, Inc. (the “Debtor”) the premises located at 229 Livingston Street, Brooklyn, New York.

2. On July 18, 2010 (the “Petition Date”), each of the Debtors filed petitions for relief under chapter 11 under the Bankruptcy Code. Since the Petition Date, the Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

3. Under the Cure Amount Notice and the Debtors’ Amended Joint Plan of Reorganization, the Debtors seek to assume the Lease. Although Mays does not object to the assumption of the Lease, Mays objects to the proposed cure amount of \$27,780.33 that is set forth in Exhibit A to the Cure Amount Notice.

4. As of January 31, 2011, the Debtor owes Mays (exclusive of legal fees and expenses) \$24,613.22 for unpaid rent and additional rent under the Lease as follows:

<u>Pre-Petition Rent</u>	<u>Amount</u>	<u>Totals</u>
5/2010 Rent	\$ 8,196.88	
6/2010 Rent	8,196.88	
Rent (7/1/10-7/17/10)	4,495.06	
Real Estate Taxes (7/1/10-7/17/10)	641.92	
2010 Adjustments to Operating Costs (includes 5/2010 and 6/2010 Operating Costs totaling \$1,500.00 and Operating Costs of \$411.29 for 7/1/2010 through 7/18/2010)	<u>2,780.30</u>	
		<u>\$ 24,311.04</u>
 <u>Post-Petition Rent</u>  		
Stub Rent (7/18/2010)	\$ 264.42	
Real Estate Taxes (7/18/2010)	<u>37.76</u>	
		<u>\$ 302.18</u>
		<u>\$ 24,613.22</u>

5. In addition, the Debtor owes Mays legal fees in connection with the enforcement of the Lease and the collection of all outstanding arrears. Under Section 16.01(d) of the Lease, the Debtor agreed to indemnify Mays “against any and all loss, liability . . . obligations, damages, expenses . . . and *costs and reasonable expenses of any kind or nature (including . . . attorneys’ fees and disbursements)* . . . due to or arising out of . . . any failure by Lessee to perform or comply with any of the covenants, terms or conditions contained in this Lease.” Lease, Section 16.01(d) (emphasis added). Because of the Debtors’ pre-petition and post-petition defaults, Mays has had to incur attorneys’ fees to collect all amounts due and owing, including, post-petition rents and real estate taxes that the Debtor did not pay timely. As of December 31, 2010, Mays has incurred legal fees and expenses in the amount of \$7,260.75 relating solely to the enforcement of the Lease and the collection of post-petition stub rent, real estate taxes and the pre-petition cure amount.<sup>2</sup>

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<sup>2</sup> Mays has incurred other legal fees and expenses related to the Debtors’ chapter 11 cases but has not sought reimbursement of such fees at this time. Mays reserves the right to seek payment of such fees and expenses. Mays also reserves the right to increase the amount of fees and expenses sought herein to include any fees and expenses incurred by Mays in January 2011 and thereafter. Copies of the invoices supporting the fees and expenses for which May seeks reimbursement will be provided to the Debtors upon their request.

WHEREFORE, Mays respectfully requests that the Debtors' assumption of the Lease is subject to the prompt payment of \$31,873.97 plus any other rental obligations and attorneys' fees and expenses that are incurred up to and including the date that the Lease is assumed and the cure amount resolved, and that Mays be granted such further relief as is proper.

Dated: February 1, 2011

Respectfully submitted,

GREENBERG TRAURIG, LLP

By: /s/ Howard J. Berman

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*Attorneys for J.W. Mays, Inc.*

**CERTIFICATE OF SERVICE**

I, Howard J. Berman, certify that on February 1, 2011, a true copy of the **Objection of J.W. Mays, Inc. to Notice of Filing of Amended Cure Schedule for Assumed Executory Contracts and Unexpired Leases Relating to the Amended Joint Chapter 11 Plan of Reorganization of Jennifer Convertibles, Inc. and its Affiliated Debtors** was served by (a) *electronic delivery* upon (i) Olshan Grundman Frome Rosenzweig & Wolosky LLP, Park Avenue Tower, 65 East 55th Street, New York, New York 10022, Attn.: Michael S. Fox, Esq., Jordanna L. Nadritch, Esq., Jayme M. Bethel, Esq., Emails: mfox@olshanlaw.com, jnadritch@olshanlaw.com, jbethel@olshanlaw.com; and (ii) Kelley Drye & Warren LLP, 101 Park Avenue, New York, New York 10017, Attn.: James S. Carr, Esq., Email: jcarr@kelleydrye.com; and (b) *telecopier* upon Office of the United States Trustee, 33 Whitehall Street, 21<sup>st</sup> Floor, New York, New York 10004, Attn.: Nazar Khodorovsky, Esq.

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/s/ Howard J. Berman

**Howard J. Berman**

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