

UNITED STATES BANKRUPTCY COURT <u>Northern</u> DISTRICT OF <u>Illinois</u> Eastern Division		PROOF OF CLAIM
Name of Debtor Kmart Corporation, et als		Case Number 02-B027474
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.		Judge's Initials: _____
Name of Creditor (The person or other entity to whom the debtor owes money or property): Mr. & Mrs. John Williams		Chapter: <u>11</u>
Name and address where notices should be sent: Patricia F. Burke, Esq. Law Office of A. Joseph Guarino 1131 Arnold Avenue Pt. Pleasant, N. J. 08742 Telephone number: 732-295-0500 732-295-9500		Please include an original and 2 copies if you would like an acknowledgment of the filing of your claim. THIS SPACE IS FOR COURT USE ONLY
<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
Account or other number by which creditor identifies debtor: HUD-L-4470-01		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input checked="" type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
2. Date debt was incurred: 7/19/99		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ <u>1,000,000.00</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input checked="" type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 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)(____). <small>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY <div style="font-size: 2em; font-family: cursive;">406 SM</div> <div style="text-align: center;"> RECEIVED TRUMBULL SERVICES COMPANY 3-6-02 2002 MAR -6 PM 3:06 BANKRUPTCY </div>
Date 2-28-02	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): Patricia F. Burke, Esq.	
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.		

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS


IN RE: : Chapter 11
Kmart Corporation, et al, : Bankruptcy No.
: Case No. 02-B02474
Debtor(s), : **NOTICE OF APPEARANCE**
: **AND REQUEST FOR NOTICES**

Patricia F. Burke, Esquire, of the law firm of A. Joseph Guarino, Esquire, does hereby enter its appearance on behalf of Mr. & Mrs. John Williams in the above captioned bankruptcy matter.

Please see that all notices are forwarded to Patricia F. Burke, Esquire, c/o The Law Office of A. Joseph Guarino, 1131 Arnold Avenue, Point Pleasant, New Jersey 08742.

Law Office of A. Joseph Guarino
By:

Date: 2-25-02



Patricia F. Burke, Esquire
1131 Arnold Avenue
Point Pleasant, New Jersey 08742

RECEIVED
SHERIFF'S OFFICE

SEP 17 2001

MERCER COUNTY
COURT HOUSE
TRENTON, NEW JERSEY

FILED
TEAM #4

JUL 16 2001

SUPERIOR COURT
OF NEW JERSEY
COUNTY OF HUDSON
CIVIL DIVISION #7

LAW OFFICES OF A. JOSEPH GUARINO, ESQ.

1131 ARNOLD AVENUE

POINT PLEASANT, NJ 08742

(732) 295-9500

PATRICIA F. BURKE, DESIGNATED TRIAL ATTORNEY

Attorney for Plaintiffs: Maureen Williams and John Williams

MAUREEN WILLIAMS AND JOHN WILLIAMS,

Her Husband

SUPERIOR COURT
OF NEW JERSEY

LAW DIVISION
HUDSON COUNTY

Plaintiff,

vs.

Docket No. L-

4470-01

K-MART CORPORATION,

ABC CORPORATION(S) 1-3,

[said name being fictitious as the real name is not yet known]

DEFENDANTS JOHN DOE(S) 1-20,

[said names being fictitious],

DEFENDANTS JOHN DOE COMPANY(IES) 1-20

[said names being fictitious],

DEFENDANTS JOHN DOE CORPORATION(S) 1-20,

[said names being fictitious],

as the real names are not yet known of those defendants

designated as "Doc(s),

CIVIL ACTION

Defendants.

COMPLAINT AND

JURY DEMAND

Plaintiffs, Maureen Williams and John Williams, residing at 17 East 36th Street, in the City of Bayonne, in the County of Hudson, State of New Jersey, by way of Complaint says:

COUNT I

1. At all times hereinafter stated, K-Mart Corporation is and was a sole proprietorship, partnership, corporation, or other business entity authorized to do business in the State of New Jersey or was doing business in the State of New Jersey.
2. On or about July 19, 1999, prior thereto, subsequent thereto and at times hereinafter mentioned, K-Mart Corporation was doing business as a retail store which retailed, distributed and sold a product commonly known as a chair at the K-Mart Corporation store located in Lawrenceville, New Jersey.
3. On or about July 19, 1999, plaintiff Maureen Williams was a patron and business invitee at the K-Mart Corporation store located in Lawrenceville, New Jersey.
4. While in the defendant K-Mart Corporation's store, plaintiff Maureen Williams sat on a chair that was on display and advertised for sale.
5. The chair broke while plaintiff Maureen Williams was sitting in it, causing her to sustain serious personal injuries.
6. At the aforementioned times, the manufacturers, distributors, retailers and sellers of this certain chair by express or implied warranty, representation, or advertising represented that this certain chair, and make, model and brand of this certain chair, was safe, fit for the purpose intended and could be used for sitting without causing any person injury to the consumer or user.
7. Said product was advertised to be safe to use as a chair and/or for seating without causing to the person using said product in accordance with its instructions for use or customary use.

8. The said product was defective, not fit for the purpose intended, and had latent properties capable of causing grievous harm to the user thereof.

9. The said product was not fit for the purpose and way in which it was intended to be used.

10. At all times mentioned herein, K-Mart Corporation and/or one or more of defendants ABC CORPORATION(S) 1-3, [said name being fictitious as the real name is not yet known]DEFENDANTS JOHN DOE(S) 1-20,[said names being fictitious],DEFENDANTS JOHN DOE COMPANY(IES) 1-20[said names being fictitious],DEFENDANTS JOHN DOE CORPORATION(S) 1-20,[said names being fictitious],as the real names are not yet known of those defendants designated as "Doe(s),[said name being fictitious as the real names are not yet known], were the manufacturers, distributors, retailers and sellers of the product commonly known as a chair.

11. At all times mentioned herein, K-Mart Corporation and/or one or more of defendants ABC CORPORATION(S) 1-3, [said name being fictitious as the real name is not yet known]DEFENDANTS JOHN DOE(S) 1-20,[said names being fictitious],DEFENDANTS JOHN DOE COMPANY(IES) 1-20[said names being fictitious],DEFENDANTS JOHN DOE CORPORATION(S) 1-20,[said names being fictitious],as the real names are not yet known of those defendants designated as "Doe(s),[said name being fictitious as the real names are not yet known], advertised, distributed, retailed and sold its products, including the chair which caused plaintiff Maureen Williams' injuries in New Jersey, in particular, in Mercer, Hudson and other counties, and otherwise did business in New Jersey and those counties.

12. At all times mentioned herein, K-Mart Corporation and/or one or more of defendants ABC CORPORATION(S) 1-3, [said name being fictitious as the real name is not yet known]DEFENDANTS JOHN DOE(S) 1-20,[said names being fictitious],DEFENDANTS JOHN DOE COMPANY(IES) 1-20[said names being fictitious],DEFENDANTS JOHN DOE CORPORATION(S) 1-20,[said names being fictitious],as the real names are not yet known of those defendants designated as "Doe(s),[said name being fictitious as the real names are not yet known], manufactured,

WHEREFORE, plaintiff Maureen Williams demands judgment against the defendants, jointly, individually, or in such combination as their responsibility may be determined for compensatory damages and attorneys fees, together with interest and costs of suit and for such further relief as the Court may deem equitable and just; and, if it is shown that one or more of the defendants had prior knowledge of the inherent danger and risk of injury to users and a defendant or defendants knowingly distributed and sold a product which had a probability to cause personal injury to the user, then, in such case, plaintiff demands judgment for punitive damages also against such defendants.

COUNT II

1. The plaintiffs repeat each and every allegation of the first count as though the same were more fully set forth herein.

2. At all times mentioned herein, K-Mart Corporation and/or one or more of defendants ABC CORPORATION(S) 1-3, [said name being fictitious as the real name is not yet known]DEFENDANTS JOHN DOE(S) 1-20,[said names being fictitious],DEFENDANTS JOHN DOE COMPANY(IES) 1-20[said names being fictitious],DEFENDANTS JOHN DOE CORPORATION(S) 1-20,[said names being fictitious],as the real names are not yet known of those defendants designated as "Doe(s),[said name being fictitious as the real names are not yet known], manufactured, distributed, retailed, and sold in New Jersey a product, the chair which caused the injuries and damages to the plaintiffs, which was defective and unsafe for its intended use by consumers.

3. Upon manufacture, distribution, retailing and sale of said product, K-Mart Corporation and/or one or more of defendants ABC CORPORATION(S) 1-3, [said name being fictitious as the real name is not yet known]DEFENDANTS JOHN DOE(S) 1-20,[said names being fictitious],DEFENDANTS JOHN DOE COMPANY(IES) 1-20[said names being fictitious],DEFENDANTS JOHN DOE CORPORATION(S) 1-20,[said names being fictitious],as the real names are not yet known of those defendants designated as "Doe(s),[said name being fictitious as the real names are not yet known], expressly and impliedly, warranted the merchantability and fitness of use of said product for the purposes intended. These warranties were fixed by contract, by statute, and by operation of law, and as a result of said warranties, these defendants became strictly liable

to the ultimate user, the plaintiff herein, for any injuries sustained by the plaintiff Maureen Williams.

4. As a result of the negligence and breach of said warranties and contract, plaintiff Maureen Williams sustained the injuries and damages as aforesaid.

WHEREFORE, plaintiff Maureen Williams demands judgment against the defendants, jointly, individually, or in such combination as their responsibility may be determined for compensatory damages and attorneys fees, together with interest and costs of suit and for such further relief as the Court may deem equitable and just; and, if it is shown that one or more of the defendants had prior knowledge of the inherent danger and risk of injury to users and a defendant or defendants knowingly distributed and sold a product which had a probability to cause personal injury to the user, then, in such case, plaintiff demands judgment for punitive damages also against such defendants.

COUNT III

1. The plaintiffs repeat each and every allegation of the first count as though the same were more fully set forth herein.

2. In the manufacture, assembly and distribution of the chair, K-Mart Corporation and/or one or more of the defendants ABC CORPORATION(S) 1-3, [said name being fictitious as the real name is not yet known] DEFENDANTS JOHN DOE(S) 1-20, [said names being fictitious], DEFENDANTS JOHN DOE COMPANY(IES) 1-20 [said names being fictitious], DEFENDANTS JOHN DOE CORPORATION(S) 1-20, [said names being fictitious], as the real names are not yet known of those defendants designated as "Doe(s)", [said name being fictitious as the real names are not yet known], became obligated for all warranties both express and implied as here and above set forth and became responsible to the ultimate user, the plaintiff, by reason of placing said product into the stream of commerce. These warranties were fixed by contract, by statute and by operation of law, and as a result of said warranties, the defendants became strictly liable to the ultimate user for any injuries sustained by the plaintiff Maureen Williams.

3. As a result of the negligence, breach of said warranties and placing a defective product into the stream of commerce, by the defendants, plaintiff Maureen Williams sustained the injuries and damages as aforesaid.

WHEREFORE, plaintiff Maureen Williams demands judgment against the defendants, jointly, individually, or in such combination as their responsibility may be determined for compensatory damages and attorneys fees, together with interest and costs of suit and for such further relief as the Court may deem equitable and just; and, if it is shown that one or more of the defendants had prior knowledge of the inherent danger and risk of injury to users and a defendant or defendants knowingly distributed and sold a product which had a probability to cause personal injury to the user; then, in such case, plaintiff demands judgment for punitive damages also against such defendants.

COUNT IV

1. The plaintiffs repeat each and every allegation of the first count as though the same were more fully set forth herein.

2. K-Mart Corporation and/or one or more of defendants ABC CORPORATION(S) 1-3, [said name being fictitious as the real name is not yet known]DEFENDANTS JOHN.DOE(S) 1-20,[said names being fictitious],DEFENDANTS JOHN DOE COMPANY(IES) 1-20[said names being fictitious],DEFENDANTS JOHN DOE CORPORATION(S) 1-20,[said names being fictitious],as the real names are not yet known of those defendants designated as "Doe(s),[said name being fictitious as the real names are not yet known], were the stores, manufacturers, distributors, retailers and sellers of the chair which caused the aforementioned injuries and damages to the plaintiff Maureen Williams while she was properly using it.

3. For the reasons set forth in the allegations of the preceding Counts, these defendants are legally liable for the injuries and damages to the plaintiff Maureen Williams.

4. More particularly, certain of these fictitiously named defendants were doing business as a store which retailed, which negligently distributed and sold a defective product known to be used by persons for sitting.

5. More particularly, certain of these fictitiously named defendants were the manufacturers, distributors, retailers and sellers of the chair which caused the injuries to Maureen Williams.

6. More particularly, certain of these defendants negligently manufactured, advertised, distributed, retailed and sold, a particular chair, the one which caused the injuries to Maureen Williams, which was defective, improperly labeled, did not contain proper warnings and instructions and unsafe for its intended use by consumers.

7. Upon manufacture, distribution, retailing and sale of said product, certain of these defendants both expressly and impliedly, warranted the merchantability and fitness of use of said product for the purposes intended. These warranties were fixed by contract, by statute, and by operation of law, and as a result of said warranties, these defendants became strictly liable to the ultimate user, the plaintiff Maureen Williams herein, for any injuries sustained by the plaintiff.

8. In the manufacture, assembly and distribution of the chair aforementioned, certain of these defendants became obligated for all warranties both express and implied as here and above set forth and/or became responsible to the ultimate user, the plaintiff, by reason of said product into the stream of commerce. These warranties were fixed by contract, by statute and by operation of law, and as a result of said warranties, the defendants became strictly liable to the ultimate user for any injuries sustained by the plaintiff Maureen Williams.

9. The injuries and damages of the plaintiff Maureen Williams were the direct and proximate cause of the negligence, actions, omissions, breach of express and implied warranties, breach of common law and statutory duties, and breach of contractual duties and otherwise were the legal responsibility of these fictitiously named defendants, jointly, individually or in combination

WHEREFORE, plaintiff Maureen Williams demands judgment against the defendants, jointly, individually, or in such combination as their responsibility may be determined for compensatory damages and attorneys fees, together with interest and costs

of suit and for such further relief as the Court may deem equitable and just; and, if it is shown that one or more of the defendants had prior knowledge of the inherent danger and risk of injury to users and a defendant or defendants knowingly distributed and sold a product which had a probability to cause personal injury to the user, then, in such case, plaintiff demands judgment for punitive damages also against such defendants.

COUNT V

1. Plaintiffs repeat each and every allegation contained in the prior Counts of the Complaint and makes same a part hereof as though fully set forth at length herein.
2. At all times mentioned in this Complaint, K-Mart Corporation and/or one or more of defendants ABC CORPORATION(S) 1-3, [said name being fictitious as the real name is not yet known]DEFENDANTS JOHN DOE(S) 1-20,[said names being fictitious],DEFENDANTS JOHN DOE COMPANY(IES) 1-20[said names being fictitious],DEFENDANTS JOHN DOE CORPORATION(S) 1-20,[said names being fictitious],as the real names are not yet known of those defendants designated as "Doe(s),[said name being fictitious as the real names are not yet known], owned and/or operated a store located in Lawrenceville, New Jersey, which was open to the general public and had merchandise available, including the aforementioned chair, for display, trial, and sale.
3. At the aforementioned times and places plaintiff Maureen Williams was a business invitee of above said business entities and said business entities had a duty to make the premises, merchandise and conditions safe for its business invitees, including Maureen Williams.
4. One or more of the aforementioned defendants breached their duties to Maureen Williams a business invitee who was lawfully upon the premises.
5. As the direct and proximate result of the breach of their duties, negligence, actions, omissions, breach of express and implied warranties, breach of common law and statutory duties, and breach of contractual duties plaintiff Maureen Williams sustained the injuries and damages aforesaid.

WHEREFORE, plaintiff Maureen Williams demands judgment against the defendants, jointly, individually, or in such combination as their responsibility may be determined for compensatory damages and attorneys fees, together with interest and costs of suit and for such further relief as the Court may deem equitable and just; and, if it is shown that one or more of the defendants had prior knowledge of the inherent danger and risk of injury to users and a defendant or defendants knowingly distributed and sold a product which had a probability to cause personal injury to the user, then, in such case, plaintiff demands judgment for punitive damages also against such defendants.

COUNT VI

1. Plaintiffs repeat each and every allegation contained in the prior Counts of the Complaint and makes same a part hereof as though fully set forth at length herein.

2. John Williams is presently the lawful spouse of Maureen Williams.

3. As a direct and proximate result of the injuries to the plaintiff Maureen Williams, plaintiff John Williams sustained a loss of the society, companionship and consortium of his spouse and otherwise had his marital relationship damaged, was required to expend money for the care of his spouse, had to undertake duties normally performed by his spouse and otherwise sustained damages, including expenses.

4. The injuries to the plaintiff Maureen Williams as set forth in preceding counts were the direct and proximate result of the negligence of some or all of the defendants.

WHEREFORE, plaintiff John Williams demands judgment against the defendants, jointly, individually, or in such combination as their responsibility may be determined for compensatory damages and attorneys fees, together with interest and costs of suit and for such further relief as the Court may deem equitable and just; and, if it is shown that one or more of the defendants had prior knowledge of the inherent danger and risk of injury to users and a defendant or defendants knowingly distributed and sold a product which had a probability to cause personal injury to the user, then, in such case, plaintiff demands judgment for punitive damages also against such defendants.

COUNT VII

1. Plaintiffs repeat each and every allegation contained in the prior Counts of the Complaint and makes same a part hereof as though fully set forth at length herein.

2. The accident, injuries and damages of the plaintiff were the direct and proximate result of the combined negligence and legal liability of all of the defendants.

WHEREFORE, plaintiff demands judgment against the defendants, jointly, individually, or in such combination as their responsibility may be determined for compensatory damages and attorneys fees, together with interest and costs of suit and for such further relief as the Court may deem equitable and just; and, if it is shown that one or more of the defendants had prior knowledge of the inherent danger and risk of injury to users and a defendant or defendants knowingly distributed and sold a product which had a probability to cause personal injury to the user, then, in such case, plaintiff demands judgment for punitive damages also against such defendants.

DEMAND FOR TRIAL BY JURY

PLEASE TAKE NOTICE that demand is made for a trial by jury of all issues raised.

CERTIFICATION OF OTHER ACTIONS

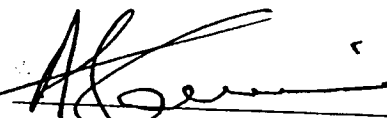
Pursuant to R. 4:5-1, I hereby certify:

1. The matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding.

2. No other action or arbitration proceeding is contemplated. No other party should be joined.

I certify that the foregoing statements made by me are true to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: July 12, 2001

A handwritten signature in black ink, appearing to read 'A. Guarino', written over a horizontal line.

A. Joseph Guarino, Esq.
Attorney for Plaintiff

<i>Legal Aid</i>		<i>Lawyer Referral</i>	
County	Phone	County	Phone
Atlantic	609-348-4200	Atlantic	609-345-3444
Bergen	201-487-2166	Bergen	201-488-0044
Camden	609-261-1088	Camden	609-261-4862
Cape May	609-465-3001	Cape May	609-463-0313
Cumberland	609-451-0003	Cumberland	609-692-6207
Essex	973-624-4500	Essex	973-622-6207
Gloucester	609-848-5360	Gloucester	609-848-4589
Hudson	201-792-6363	Hudson	201-798-2727
Hunterdon	908-782-7979	Hunterdon	908-735-2611
Mercer	609-695-6249	Mercer	609-585-6200
Middlesex	732-249-7600	Middlesex	732-828-0053
Monmouth	732-866-0020	Monmouth	732-431-5544
Morris	973-285-6911	Morris	973-267-5882
Ocean	732-341-2727	Ocean	732-240-3666
Passaic	973-345-7171	Passaic	973-278-9223
Salem	609-964-8251	Salem	609-678-8363
Somerset	908-231-0840	Somerset	908-685-2323
Sussex	973-383-7400	Sussex	973-267-5882
Union	908-527-4769	Union	908-353-4515
Warren	908-475-2010	Warren	201-267-5882

Law Offices
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"The Historic Yellow House" Circa 1900
1131 Arnold Avenue at Hwy. 88
Point Pleasant, N.J. 08742
(732) 295-9500

A. Joseph Guarino
Member N.J. & Fla. Bars
Patricia F. Burke
Member N.J. & N.Y. Bars

Telefax
(732) 295-1561

Of Counsel
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Member N.J. & Ohio Bars

E-mail
aj.guarino@aol.com

March 4, 2002

Honorable Susan Pierson Sonderby
Chief Judge
United States Bankruptcy Court
Northern District of Illinois, Eastern Division
219 South Dearborn
Room 631
Chicago, Illinois 60604

Re: K-Mart Corporation of Illinois, Inc., et als
Chapter 11, January 22, 2002
Case #: 02-B-02474

Dear Judge Sonderby:

Enclosed herewith please find an original and two copies of a Proof of Claim, a Notice of Appearance and Request for Notices as well as a copy of our complaint with respect to our claim against Kmart Corporation.

Please file same and use the enclosed self-addressed, stamped envelope to return a copy of a filed copy of same directly to my attention.

Thank you for your attention to this matter.

Very truly yours,
Patricia F. Burke, Esq. /s/
Patricia F. Burke, Esq.

PFB/afs
cc Trumbull Services/Kmart Corporation
See Master Service List
File
Mercery/Cases/Williams ltr to Judge Sonderby 3-4-02.wps

Master Service List:

The Debtors at KMart Corporation:

Ms. Janet Kelley
Kmart Resource Center
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Troy, Michigan, 48084-3163

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Chicago, Illinois 60606

Ms. Kathryn Gleason
The Office of the United States Trustee
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Chicago, Illinois 60606

Counsel to the administrative agents for the Debtors' postpetition lenders:

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Morgan, Lewis & Bockins
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Counsel to the Debtors' prepetition lenders:

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Simpson, Thatcher & Bartlett
425 Lexington Avenue
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