

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

PROOF OF CLAIM
Chapter 11

In Re **Kmart Corporation, et al.**

Case Numbers **02-02462 through 02-02499**

Name of Debtor: (see attached for complete list of debtors)

Case Number:

KMART CORPORATION, ET AL

02-02474

Your claim is scheduled as follows:

Class
UNSECURED NON PRIORITY

Amount
CONTINGENT, DISPUTED, UNLIQUIDATED

10100502

This Space is for Court Use Only

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):

**RIVERO, LUCIA
C/O PACKO, ESQUIRE MARK
PACKO, ESQUIRE MARK
19 WEST FLAGLER STREET
BISCAYNE BUILDING, SUITE 420
MIAMI, FL 33130**

11 3313420

- 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.
- Check box if you have never received any notices from the bankruptcy court in this case.
- Check box if the address differs from the address on the envelope sent to you by the court.

If address differs from above, please complete the following:

Creditor Name:

Telephone: # **(305) 371-8700**

Address:

City/St/Zip:

Account or other number by which creditor identifies debtor:

Check here if replaces this claim amends a previously filed claim, dated _____

1. Basis for Claim

- Goods sold
- Services performed
- Money loaned
- Personal injury/wrongful death
- Taxes
- Other

- Retiree benefits as defined in 11 U.S.C. §1114(a)
- Wages, salaries, and compensation (fill out below)
Your SS #: _____
Unpaid compensation for services performed from _____ to _____ (date) (date)

2. Date debt was incurred:

DATE OF INJURY 01/17/98

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed:

\$ **DISPUTED**

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
 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.

Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:
 Real Estate Motor Vehicle
 Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Priority Claim.

- Check this box if you have an unsecured priority claim.
Amount entitled to priority \$ _____
Specify the priority of the claim:
- 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).
- Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4).
- 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).
- Alimony, maintenance, or support owed to a spouse, former spouse, or child - 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)(_____).

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.

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A.B. 49-02 2408

Date

01/15/02

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):

Doris Freudman DORIS FREUDMAN, ESQ.

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: **00-25593 CA08**

LUCIA RIVERO and ERNESTO
ORDAZ, her husband,

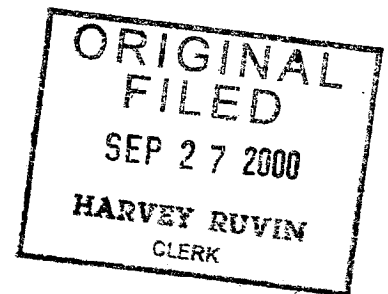
Plaintiffs,

vs.

K MART CORPORATION,
a Michigan Corporation,

Defendant.

COMPLAINT



COMES NOW, the Plaintiffs, LUCIA RIVERO and ERNESTO ORDAZ, her husband,
by and through their undersigned counsel and Sue Defendant, K MART CORPORATION, a
Michigan Corporation, and alleges:

1. This is an action for damages exceeding Fifteen Thousand Dollars (\$15,000.00) and within the Jurisdictional limits of this Honorable Court.
2. Plaintiff, LUCIA RIVERO, was and is a resident of Miami, Dade County, Florida and is otherwise sui juris.
3. Plaintiff, ERNESTO ORDAZ, was and is a resident of Miami, Dade County, Florida and is otherwise sui juris.
4. At all times material hereto, Defendant, K MART CORPORATION (Hereinafter "K MART") was a Corporation duly organized and existing under and by virtue of the Laws of Michigan with its principle place of business located at 3100 West Big Beaver Road, Troy,

Michigan.

5. At all times material hereto, Defendant, K MART, was authorized to and doing business in Miami, Dade County, Florida by operating a retail facility at or near the intersection of N.W. 37th Avenue and 7th Street, Miami, Dade County, Florida.

COUNT I - NEGLIGENCE AGAINST K MART

6. Plaintiffs reaver and reallege Paragraphs 1 through 5 as if fully set forth hereunder.

7. On or about January 17, 1998, Plaintiff, LUCIA RIVERO, visited Defendant's aforescribed retail store for the purpose of purchasing merchandise and otherwise transacting business. As such, Plaintiff enjoyed the status of Business invitee while within the bounds of Defendant, K MART's premises.

8. At all times material hereto, Defendant, K MART, owed Plaintiff, LUCIA RIVERO, a duty to keep the aforescribed premises in a reasonably safe condition so that persons entering, exiting or upon the premises would be reasonably safe from harm, danger and/or injury.

9. Defendant, K MART, breached its duty to Plaintiff, LUCIA RIVERO, in that Defendant, its agents, servants, employees and/or contractors, while acting within the course and scope of their respective authority, created or allowed to be created a dangerous condition on its premises, to wit: water or some other liquid on the floor within the store.

10. At all times material hereto, Defendant, K MART, negligently failed to warn Plaintiff, LUCIA RIVERO, that the above unsafe, hazardous, dangerous, and defective condition existed within its store. At said time and place, Defendant knew or, by the exercise of reasonable care, should have known, of the existence of said unsafe, hazardous, dangerous, and defective condition and failed to exercise reasonable care in correcting said condition.

11. At all times material hereto, Defendant, K MART, knew or, by the exercise of

reasonable care, should have known that said condition constituted a latent defect and/or hidden trap and failed to warn Plaintiff, LUCIA RIVERO, of any unsafe, hazardous, dangerous and/or defective condition or, in the alternative, Defendant did allow said condition to exist for a sufficient length of time that a reasonable inquiry would have disclosed same to Defendant.

12. As a direct and proximate result of the aforescribed negligence of Defendant, K MART, Plaintiff, LUCIA RIVERO, suffered bodily injury and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money, and aggravation of a previously existing condition. The losses are either permanent or continuing and Plaintiff will suffer the losses in the future.

WHEREFORE, Plaintiff, LUCIA RIVERO, Demands Judgment against Defendant, K MART, inclusive of taxable costs, interest, and whatever other relief is permissible under the Laws of Florida. Plaintiff further Demands Jury Trial for all issues so triable by right.

COUNT II - LOSS OF CONSORTIUM

13. Plaintiffs reaver and reallege Paragraphs 1 through 5 and 7 through 12 as if fully set forth hereunder.

14. As a direct and proximate result of the aforescribed negligence of Defendant, K MART, Plaintiff, ERNESTO ORDAZ, has lost the comfort, services, society, companionship and attentions of his wife, LUCIA RIVERO, in the past and in the future.

WHEREFORE, Plaintiff, ERNESTO ORDAZ, Demands Judgment against Defendant, K MART, inclusive of taxable costs, interest, and whatever other relief is permissible under the Laws of Florida. Plaintiffs further Demand Jury Trial for all issues so triable by right.

Respectfully Submitted this 24th day of Sept, 2000.

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BY: 

MARK T. PACKO

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For the Firm