FORM B10 (Official Form 10) 4007083

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)
KMART CORPORATION

Case Number:
02-02474

Your claim is scheduled as follows
Class
UNSECURED NON PRIORITY
Amount
$1,100,000.00
CONTINGENT, DISPUTED, UNLIQUIDATED

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)

SAWYER, MARILYN & KEVIN SAWYER 11 2430397
C/O JOHN D CHARLES, ESQ
JOHN D CHARLES, ESQ
P O. BOX 243
CLIFTON PARK, NY 12065

☐ 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

10100669

If address differs from above, please complete the following:
Creditor Name
Address
City/St/Zip
Telephone # 518 877 0852

This Space is for Court Use Only

Account or other number by which creditor identifies debtor.

Check here if this claim ☐replaces ☐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 _____ (date) to _____ (date)

2. Date debt was incurred: 3/19/97

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed: $ 1,100,000.00
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 ATTACHED SUMMARY, COMPLAINT, BILL OF PARTICULARS
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
RECEIVED
TRUMBULL SERVICES COMPANY
APR 11 2002
4/11/02
BANKRUPTCY
3202 p.o.

Date
4-5-02

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)
Marilyn M Sawyer

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

SUMMONS

STATE OF NEW YORK
SUPREME COURT COUNTY OF SARATOGA

MARILYN SAWYER and KEVIN SAWYER

Plaintiff,

-against- Index #2000757

K MART CORPORATION

Defendant.

To the above-named Defendant:

YOU ARE HEREBY SUMMONED and required to serve upon plaintiff's attorney an answer to the complaint in this action within twenty days after the service of this summons, exclusive of the day of service, or within thirty days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the annexed complaint.

Dated: March 10, 2000

John D. Charles, Esq.
Attorney for Plaintiff
P. O. Box 243
Northway 10 Executive Park
Clifton Park, New York, 12065
(518) 877-0852

Trial is desired in the County of Saratoga. The basis of venue designated above is that the plaintiff resides in Saratoga County, the defendant does business in Saratoga County and the accident that is the subject of this action occurred there.

STATE OF NEW YORK
SUPREME COURT COUNTY OF SARATOGA

MARILYN SAWYER and KEVIN SAWYER

Plaintiffs

-against-

VERIFIED COMPLAINT
Index # 2000757

K MART CORPORATION

Defendant

The plaintiffs, by and through their attorney, John D. Charles, as and for a verified complaint against the defendants, allege the following:

1. The plaintiffs, at all times herein relevant are and continue to be residents of the County of Saratoga, State of New York, whose mailing address is 47 D & R Trailer Park, Clifton Park New York, 12065.
2. The plaintiffs were married to each other and resided together as husband and wife had all times herein relevant.
3. At and all times herein mentioned, the defendant, K Mart Corporation, was and still is a foreign corporation, organized and existing under and by virtue of the laws of the State of Michigan, and was and now is authorized to transact business within the State of New York.
4. The office of the defendant in the State New York as set forth in the statement and designation heretofore filed by it in the office of the Secretary of State of the State of New York is within the territorial jurisdiction of this court.

5. The cause of action hereinafter alleged arose in favor of the plaintiffs and against the defendant within the territorial jurisdiction of this court.

6. That on and before March 19, 1997 defendant operated the place of business on Weible Avenue in the City of Saratoga, County of Saratoga and State of New York, for commonly referred to as the K-Mart store.

7. Prior to and on March 19, 1997 the defendant operated its K-Mart store in the City of Saratoga, State of New York for the purpose of conducting its business. Defendant invited the public to shop and purchase items at said business.

8. On March 19, 1997 the defendant maintained the interior of the premises known as the K-Mart store.

9. On March 19, 1997 at approximately 5:15 P.M., the plaintiff, Marilyn Sawyer was lawfully shopping in the K-Mart store in Saratoga Springs, New York.

10. During that time that plaintiff was engaged in shopping, a large clearance sign that had been placed overhead fell from above, striking plaintiff in the head and neck, thereby causing plaintiff severe personal injuries.

11. Plaintiff reported both the occurrence and her injuries to store personnel then and there present

12. The injuries suffered by the plaintiff Marilyn Sawyer occurred solely as a result of the negligence of the defendant without any negligence of

the plaintiff Marilyn Sawyer contributing thereto. Plaintiff has no information as to what may have caused the sign to fall.

13. The negligence of defendant consisted of the following:

a) failing to maintain the aisles, shelves and the overhead sign in a safe matter for persons who were legally in the premises shopping.

b) in failing to correct a defective condition with which existed with regard to the stability of the overhead sign.

c) in failing to provide proper safety measures and/or to properly secure the above mentioned overhead sign so as to ensure that the sign would not fall on customers.

d) in failing to warn the plaintiff of the dangerous condition which existed in the area

e) in failing to provide for the safety of plaintiff as she used the K-Mart Store at the defendant's premises.

14. As a result of the negligence of the defendant the plaintiff Marilyn Sawyer has suffered severe, debilitating and permanent personal injuries.

15. As result of the negligence of the defendant the plaintiff Marilyn Sawyer has been damaged in the amount of $1,000,000.00.

AS AND FOR A SECOND
CAUSE OF ACTION

16. The plaintiffs repeat in reallege each and every allegation set forth above as if set forth fully herein

17. Defendant is liable to the plaintiff for the injuries she sustained in the above mentioned K-Mart store under the doctrine of res ipsa loquitor for the amount of damages set forth above.

AS AND FOR A THIRD
CAUSE OF ACTION

18. Plaintiff repeats and realleges the allegations set forth above in paragraphs "1" to "18 as if set forth at length herein.

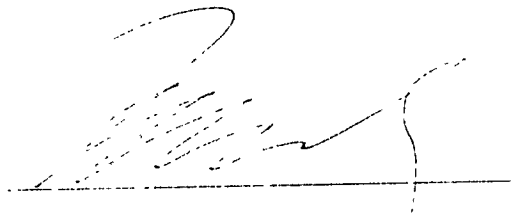
19. Plaintiffs Marilyn Sawyer and Kevin Sawyer were married on February 11, 1989 and have continuously to lived together as husband and wife through the present date.

20. As a result of the negligence of the defendants the plaintiff Kevin Sawyer has lost the society, companionship, comfort, and consortium of his wife Marilyn Sawyer.

21. As result of the negligence of the defendant K-Mart Corporation, plaintiff Kevin Sawyer has been damaged in the amount of $100,000.

Wherefore, the plaintiff Marilyn Sawyer, on the first and second causes of action, seeks damages against the defendant K-Mart Corporation in the amount of $1,000,000 and plaintiff Kevin Sawyer, on the third cause of action seeks damages against the defendant K-Mart Corporation in the amount of $100,000 together with the costs and disbursements of this action and such other and further relief as the court may deem just and proper in the circumstances.

Dated: March 10, 2000



John D. Charles
Attorney for defendant
P. O. Box 243
Northway 10 Executive Park
Clifton Park New York 12065

Tel. No. 518-877-0852

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF SARATOGA)

MARILYN SAWYER, being duly sworn, deposes and says that she is the plaintiff in the within action; that she has read the foregoing Verified Complaint and knows the contents thereof; that the same is true to her own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters she believes them to be true.

Marilyn M. Sawyer
MARILYN SAWYER

Sworn to before me this
10 day of ~~February~~ May, 2000

NOTARY PUBLIC

JOHN D. CHARLES
Notary Public, State of New York
Qualified in Saratoga County
No. 4608259
Commission Expires March 30, 2002

STATE OF NEW YORK
SUPREME COURT COUNTY OF SARATOGA

MARLYN SAWYER and KEVIN SAWYER

Plaintiffs,

-against-

K MART CORPORATION

Defendant.

VERIFIED BILL OF PARTICULARS
Index # 2000757

Plaintiff, as and for her response to the defendant's demand for a bill of particulars, by her attorney, John D. Charles, Esq., hereby alleges as follows:

1. March 2, 1971, married, 47 D & R trailer Park, Clifton Park, New York, 12065. The plaintiffs were married on February 11, 1989

2. March 19, 1997 at approximately 5:15 P.M.

3. The K Mart store on Weible Avenue in Saratoga Springs, New York, in the area of the clearance isle.

4. The negligence of defendant consisted of the following:

a) failing to maintain the aisles, shelves and the overhead sign in a

safe matter for persons who were legally in the premises shopping.

b) in failing to correct a defective condition with which existed with regard to the stability of the overhead sign.

c) in failing to provide proper safety measures and/or to properly secure the above mentioned overhead sign so as to ensure that the sign would not fall on customers.

d) in failing to warn the plaintiff of the dangerous condition which existed in the area.

e) in failing to provide for the safety of plaintiff as she used the K-Mart Store at the defendant's premises.

5. There are no other negligent parties known to plaintiff.

6. Actual and constructive notice is claimed since the sign in question was, upon information and belief, in the sole control of the defendant and its employees, who were responsible for both the placement of the sign and its maintenance. Defendant created the dangerous condition that resulted in plaintiff's injuries.

7. Actual notice would have been provided through the employees who placed and secured the sign in the position it was in at the time it fell on plaintiff. Defendant created the defective and dangerous condition that caused the injury to

the plaintiff.

8. At the time of the incident, plaintiff suffered a concussion, a cervical strain, and a right shoulder contusion. She later developed headaches, limitations in her range of motion in her right shoulder due to severe pain, neck pain and stiffness, muscle spasms, stiffness in her cervical spine, chronic neck and shoulder pain, trigger point tenderness, right posterior cervical pain, all of which continue to date.

9. Plaintiff has suffered permanent injuries to her right shoulder, cervical spine, upper right arm and neck. Her condition is characterized by continuous pain, rendering it impossible for her to perform the most menial tasks. The cause of these conditions was her being struck by the sale sign in K Mart. She has been found to be permanently disabled by the Social Security Administration.

10. Plaintiff remains totally disabled.

11. N/A

12. Plaintiff was not confined to the hospital.

13. For about a week.

14. For about a month.

15. Seaton Health Care- One Tallow Wood Drive, Clifton Park, New York, 12065- treatments and evaluations provided by multiple health care providers on the following dates: 3/20/97; 3/26/97; 4/7/97; 4/19/97;5/6/97; 5/8/97; 5/27/97; 6/7/97; 6/26/97; 7/18/97; 8/13/97; 9/5/97; 9/11/97;9/16/97; 9/25/97; 10/28/97;

11/25/97; 12/23/97;2/5/98; 2/19/98; 3/25/98; 4/20/98; 7/21/98; 7/22/98; 7/29/98; 8/5/98; 8/9/98; 8/12/98; 8/27/98; 9/11/98; 9/25/98; 9/30/98; 10/1/98; 10/16/98; 10/26/98; 10/27/98; 11/4/98; 11/18/98; 11/19/98; 12/4/98; 12/9/98; 12/21/98; 1/19/99; 2/27/99; 3/5/99; 3/9/99; 3/23/99; 3/30/99; 4/6/99; 5/18/99; 5.25/99; 6/22/99; 7/29/99; 8/20/99; 8/25/99; 9/15/99; 10/20/99; 11/6/99; 11/9/99; 11/10/99; 12/16/99; 12/21/99; 12/29/99; 12/30/99; 1/3/99; 2/16/00; 2/22/00; 3/8/00. Treatments and observations continue to date. For further information concerning these visits, reference is made to the medical reports thereof, authorizations for which are provided herewith. Charges average about $70.00 per visit, which are paid through Medicaid.

Clifton Park Physical Therapy, 1 Tallow Wood Drive, Suites 2 & 3, Clifton Park, New York- See attached Exhibit "A", listing of service dates and billings. For further information concerning these visits, reference is made to the medical reports thereof, authorizations for which are provided herewith.

Dr. William Baker- 5/7/98- trigger point injection/ rhyzolysis.

Dr. Daniel J Silverman, 147 Hoosick Street, Troy, New York, 11/4/97, nuerological evaluation- opines no nuerological problem but cervical injury and possible "frozen shoulder".

Dr. Deborah A. Hrustich- 10/19/98- neurology exam, $73.44

Dr. David Tenenboym, Seaton Health Systems, 9/11/98, 9/25/98 and one

other treatment of unknown date- epidural injections of Depo Medrol, $20.00 per visit.

Dr. Rivera- C/O Albany Memorial Hospital, Albany, New York- pain management evaluation in fall of 1999, no records of this visit currently available.

16. Plaintiff was not employed at the time of her injuries, other than as a home maker. She will, however, make a claim for income that she would have earned in a part time employment capacity during the time that her children would be in school once they reach that age. She also had planned to work upon the children's graduation from high school, and at this point she is disabled from doing so. It was plaintiff's intent to acquire work and she is now unable to do so.

17. N/A

18. None claimed

19. None claimed

20. None claimed

21. Plaintiff is no longer able to care for her husband and children in the manner in which she did prior to the incident. She requires her husband's assistance in basic household chores such as vacuuming, dish washing and other chores. She is unable to carry the children when necessary. There are times that her pain makes it impossible for her to perform any household chores and Kevin Sawyer is required to take over all household duties.

22. There is an aggravation of a preexisting injury claimed, although the majority of the claim involves new injuries that did not exist before March 19, 1997. On April 12, 1996 plaintiff was involved in a motor vehicle accident in which she suffered neck and lower back pain. She was ultimately diagnosed as having acute cervical and dorsal strain from a whiplash type injury. That developed into a myofascial pain syndrome with numerous trigger points and localized tenderness. Plaintiff was recovering from those injuries when this incident occurred. As noted above, this incident resulted in a head injury including concussion, an injury to plaintiff's right shoulder and arm, and increased pain throughout the body. Plaintiff's neck pains, which had been decreasing, were exasperated. Plaintiff had suffered no injury to her right shoulder in the aforementioned automobile accident.

23. Seaton Heath Care, One Tallow Wood Drive, Clifton Park, New York, Dr. David Welch, P.O. Box 2053, Glens Falls, New York, Physical Therapy Associates, 1524 Route 9, Clifton Park, New York, 12065.

24. Plaintiff claims no statutory or other violations of law at this time other than negligence under the circumstances then and there present.

25. Plaintiff Kevin Sawyer claims a loss of society and companionship in that plaintiff Marilyn Sawyer is unable to participate in their marital relationship in the manner that she had prior to the incident. The party's sexual relations have been negatively effected. The party's personal and social lives have been curtailed.

Marilyn Sawyer is often distraught over her inability to perform the most basic tasks, requiring her husband's help. She is emotionally tormented by her inability to do the things that she feels she should be doing. She is depressed and unable to enjoy the life that the Sawyer's had prior to this incident. Plaintiff Kevin Sawyer claims $100,000.00 for these losses, which will continue to accrue over the course of his and Marilyn's lives.

26. Plaintiff's injuries were caused when an overhead sign, positioned and maintained, upon information and belief, by employees of the defendant, fell without warning of any kind upon the plaintiff. At the time the plaintiff was struck by the time, she was looking at items on display below the sign. The sign was not properly secured or anchored so that it would not fall down upon the shopping public below. The sign was not affixed in such a way as to prevent it from falling on people using the isle below. The sign was not maintained in such a manner as to prevent it from falling. There were no warning signs posted warning the public to exercise care in the area of the unstable sign. Plaintiff did nothing to cause the fall of the sign. Under the doctrine of res ipsa loquitor, defendant bears absolute liability for the injuries caused to the plaintiff.

27. The sign in question was maintained in such a manner that it was allowed to fall from its location to the floor below. The sign advertised the sale of certain goods, and therefore was designed to attract the shopping public to that area. The

defendant's failure to secure the sign in such a manner that it would not fall from its location was reckless, careless and negligent. The sign was placed in its location by the defendant's employees, who were required to insure the sign's safety and to monitor the position of the sign to insure that it would not injure innocent customers who were drawn to the location by the sign itself.

28. Defendant's employees should have remedied the situation or removed the sign. Failing that, they should have posted conspicuous warnings to customers to keep their distance from the sign due to the defective condition of the sign and the danger posed by the sign's condition, specifically with respect to the sign's instability.

29. Defendant was reckless, careless and negligent as follows:

a) in failing to provide proper safety measures and/or to properly secure the above mentioned overhead sign so as to ensure that the sign would not fall on customers.

b) in failing to maintain the aisles, shelves and the overhead sign in a safe matter for persons who were legally in the premises shopping.

c) in failing to correct a defective condition with which existed with regard to the stability of the overhead sign.

d) in failing to warn the plaintiff of the dangerous condition which existed in the area.

e) in failing to provide for the safety of plaintiff as she used the K-Mart Store at the defendant's premises.

30. See answers to "8", "9", "10", "21", "22", "25"

Dated: ~~May 18~~ J. 4 6, 2000

John D. Charles, Esq.
Attorney for Plaintiff
P.O. Box 243
Northway 10 Executive Park
Clifton Park, New York, 12065

Tel. No. (518)-877-0852

STATE OF NEW YORK }
} ss.:
COUNTY OF SARATOGA }

Marilyn Sawyer, being duly sworn, deposes and says that she is the plaintiff in the within action; that she has read the foregoing Verified Bill of Particulars and knows the contents thereof; that the same is true to her own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters she believes it to be true.

Marilyn Sawyer

Sworn to ~~before~~ me this
6th day of ~~May~~ J, 2000

NOTARY PUBLIC
JOHN D. CHARLES
Notary Public, State of New York
Qualified in Saratoga County
No. 4608259
Commission Expires March 30, 20 01

STATE OF NEW YORK
SUPREME COURT COUNTY OF SARATOGA

MARLYN SAWYER and KEVIN SAWYER

Plaintiff,

-against-

RESPONSE TO
OMNIBUS DEMANDS
Index # 2000757

K MART CORPORATION

Defendants.

Plaintiff, as and for her response to the defendant's omnibus demands, by her attorney, John D. Charles, Esq., hereby alleges as follows:

1) DEMAND FOR WITNESSES- Plaintiff knows of no witnesses to the occurrence other than the plaintiffs. An employee of the defendant brought plaintiffs to the store manager's office where she was provided an authorization for first aid, which is attached hereto as exhibit "1". All of plaintiff's medical providers are potential witnesses to her medical condition. Those individuals are listed in the Bill of Particulars and in the medical reports, authorizations for which are provided herein. Both plaintiffs are witnesses to the disability claims of the plaintiff.

2) DEMAND FOR STATEMENTS- Plaintiff has no written statements from any individual affiliated with the defendant. Defendant's employees apologized for the accident and stated that they did not know how it could have occurred.

3) ORAL STATEMENTS- See (2) above.

4) ACCIDENT OR INCIDENT REPORTS- See Exhibit "1", only known report answering this description.

5) DEMAND FOR PHOTOGRAPHS AND/OR VIDEOTAPES- Plaintiff has no photographs or videotapes.

6) FURTHER DEMAND FOR PHOTOGRAPHS- See (5) above

7) POST OFFICE ADDRESS- See Bill of Particulars, response to question "1"

8) DEMAND FOR MEDICAL AUTHORIZATIONS- Authorizations are attached hereto for the following medical providers:

A) Seaton Health Care, One Tallow Wood Drive, Clifton Park, New York, 12065

B) Clifton Park Physical Therapy, 1 Tallow Wood Drive, Suites 2 & 3, Clifton Park, New York, 12065

C) Dr. William Baker- (address currently unknown)

D) Dr. Daniel Silverman, One Tallow Wood Drive, Clifotn Park, New York, 12180

E) Dr. Deborah Hrustich, Albany Troy Neurosurgical Associates, 1

Tallow Wood Drive, Clifton Park, New York, 12065.

F) Dr. David Tanenboym, Seaton Health Systems, 1300 Massachusetts Avenue, Troy, New York, 12180

G) Dr. Rivera, c/o Albany Memorial Hospital, Albany, New York

H) Dr. David Welch, P. O. Box 2053, Glens Falls, New York,

I) Physical Therapy Associates, 1524 Route 9, Clifton Park, New York, 12065

J) Dudick Chiropractic, 1789 Route 9, Clifton Park, New York, 12065

9) DEMAND FOR MEDICAL REPORTS- The medical records of treatment is voluminous. Copies will be provided on specific request, however, since it is anticipated that defendant will obtain those same records by use of the medical authorizations provided above, plaintiff will wait until a specific request is made for any records that have been found to be unobtainable. To do otherwise would simply waste both time and money in reproducing records. Plaintiff will supply any records in its files if requested and upon payment of copying costs.

10) PHYSICIANS NARRATIVE REPORTS- Plaintiff has not as yet selected those physicians who will testify at trial, and currently has no narrative reports from said physicians. Any reports by physicians selected to testify will be provided prior to trial.

11) DEMAND FOR EMPLOYMENT RECORDS- Authorization attached

12) WORKERS COMPENSATION- Plaintiff has not received, nor is entitled to, any Workers Compensation benefits with respect to this matter.

13) MEDICARE/ MEDICAID RECORDS- Authorizations attached

14) See (13) above

DEMAND FOR EXPERT INFORMATION- Plaintiff has selected no experts at this point in time but will comply with this request in a timely manner prior to trial if and when such experts are selected.

PHYSICAL EXAMINATION DEMAND- Plaintiff will attend any physical examination scheduled by the defense.

COLLATERAL SOURCE DEMAND - Plaintiff's medical bills have been paid by Medicaid, totaling $12,400.35 through March 13, 2000. Authorizations are attached hereto. The Department of Social Services has filed liens with respect to payments made on behalf of plaintiff.

Dated: July 6, 2000

John D. Charles, Esq.
Attorney for Plaintiff
P.O. Box 243
Northway 10 Executive Park
Clifton Park, New York, 12065
Tel. No. (518)-877-0852

To: Carter, Conboy, Case, et. al.
20 Corporate Woods Blvd.
Albany, New York, 12211-2350

TO BE COMPLETED BY STORE PERSONNEL

TO BE COMPLETED BY PATIENT

TO BE COMPLETED BY PHYSICIAN

STORE AUTHORIZATION FOR FIRST AID

7581 #
K-mart
We. Ble Ave
Saratoga NY

To: _____
Name of Doctor, Clinic or Hospital

We will pay the reasonable and ordinary charges for emergency first aid treatment of the patient described below, administered within 24 hours of the incident described below, if this form is completed in its entirety, including the Medical Report section below, and this completed form is returned to the store with an itemized bill and a copy of the admitting notes This authorization is for **first aid only**, and does not extend to follow-up care and is not an admission of liability.

Patient Name Marilyn Sawyer Incident Date 3/19/97 Incident Time 5:15 pm

Address 25 Tenendaho DOB _____ Soc. Sec. No. 026584339

Mech (City) NY (State) 12110 (Zip Code) Height _____ Weight _____

Patient's Employer _____

PATIENT AUTHORIZATION TO RELEASE INFORMATION

To: **Any and all providers of medical services:** This authorization or a copy of this authorization will allow you to give to the above-described store or its representative any information you have regarding my medical history, physical, clinical or laboratory findings, diagnosis, treatment, prognosis and related information.

Patient Signature _____ Date _____
(Parent should sign for patient under age 18 and print child's name next to parent's signature)

PHYSICIAN'S MEDICAL REPORT

Date of examination / treatment 3-20 97

History of incident given by patient while at K-mart, a sign fell striking Head, neck & Right shoulder. Pt c/o pain & ↓ ROM

Patient's complaints Patient c/o neck pain & Right shoulder pain.

Clinical findings Neck: ⊕ tenderness & ↓ ROM Right shoulder: ⊕ tender & ↓ ROM

Has patient ever had same or similar condition No If yes, when? —

Diagnosis Head concussion / cervical strain / Right shoulder contusion

Treatment rendered Ice → moist Heat / Soma / Darvocet N100 / Physical therapy

Prognosis: Is patient disabled? yes If yes, how long is disability expected? needs to be reevaluated

Have you treated this patient before? yes Approximate date of last treatment _____

Signature of physician [signature] Date 3-20 97

Name of physician LEONEL DE ANDRADE MD Fed ID _____

Office address Medicall 1 tallow wood drive clifton Park NY 12065

Code 940 99a—(8410)—pads 6 sets of 9 pages—rev 10/95

EXHIBIT "1"

John D. Charles
Attorney at Law
Northway 10 Executive Park
P. O. Box 243
Clifton Park, New York, 12065

Phone and Fax 518-877-0852

April 8, 2002

Kmart Corporation, et. al
C/O Trumbull Services, LLC
P. O. Box 426
Windsor Connecticut, 06095

Re: Sawyer Notice of Claim re Kmart Bankruptcy

Dear Sirs;

Enclosed for filing with you please find a notice of claim in regard to the K Mart Bankruptcy. Please advise if you need anything further in this regard.

Very truly yours,

John D. Charles

JDC/

RECEIVED
TRUMBULL SERVICES
COMPANY
APR 11 2002
BANKRUPTCY