

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**

Your claim is scheduled as follows:

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

Case Number:

Class
UNSECURED NON PRIORITY

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):

PASCHL, JILL
C/O SHRAGER & MEDOFF
JAN IRA MEDOFF
1612 ALLEGHENY BUILDING
429 FORBES AVE.
PHILADELPHIA, PA 15219

11 3313847

1310 ALLEGHENY BUILDING

- 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.

Amount
CONTINGENT, DISPUTED, UNLIQUIDATED

10100214

This Space is for Court Use Only

If address differs from above, please complete the following:

Creditor Name:

Telephone: #

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:

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed:

\$ unknown

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.

This Space is for Court Use Only

CL 4827

4-9-02

Date

4/7/02

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):

J. Paschl

**EMPLOYMENT AGREEMENT FOR PERSONAL INJURY AND
WORKERS' COMPENSATION CASES**

²⁰⁰⁰~~1999~~ THIS CONTRACT, made and entered into this 11 day of Dec,
between JILL PASCHEL, hereafter referred to as Client, and
Dave Shrager, Jan Medoff and/or Ron Hayward, hereafter referred to as Attorney;

WITNESSETH:

Client hereby employs Attorney as his/her Attorney to pursue any and all reasonable
claims or defenses arising out of

my fall at K-MART

The offices of Shrager & Medoff shall undertake to investigate, prepare, negotiate, settle
or file/defend suit as desired by Client. No settlement shall be made without the consent of both
parties hereto.

Client agrees to pay attorney's fees as follows (Client and Attorney initial ones applicable,
others marked N/A if not applicable and will be marked through.):

1. Y Contingent Fee: The client will pay Attorney (including any
associated counsel) 33 percent of the gross amount collected. "Gross
Amount Collected" means the amount collected before any subtraction for
expenses and disbursements. "The Amount Collected" includes specially
awarded attorneys' fees and costs awarded to the client. Client's share of
total gross recovery will be the remainder after deduction of attorney's
fees, gross receipts tax, costs necessary to secure the recovery and any
unpaid medical expenses or other liens on the recovery.
2. _____ For contingent fee cases, should either party terminate this contract
for any reason prior to any recovery, Client will pay to attorney a quantum
meruit fee based on the hourly rates set out below, plus tax and expenses
or costs for all work performed to date of termination.
3. _____ Client further agrees to pay: \$ _____ per hour for attorney David
Shrager's services rendered in this matter; \$ _____ per hour for services
by Jan Medoff; \$ _____ per hour for services by Ron Hayward; and
\$ _____ per hour for paralegal services. Charges will be in quarter of an
hour segments only. Minimum charge for any service is 1/4 hour.
4. _____ Client further agrees that, in addition to the above fees, all court
costs, subpoena, photos, depositions, court reporter, medical and other
reports, postage, witness statements, investigator fees, polygraph
examinations, expert witness fees, travel expenses, telephone, and all other

out-of-pocket directly incurred or advanced by Attorney and deemed necessary by Attorney in investigating, preparing, bringing, or defending this case shall be paid by Client. Client agrees to promptly pay all such costs or expenses on a monthly basis and to advance such expenses to prosecute any lawsuit if necessary unless Client is financially indigent. **Expenses and costs shall be payable by client without regard to the outcome of the case.**

Client acknowledges that Attorney has made no guarantee or warranty regarding the success of Attorney's representation or the successful termination of any cause of action or the amounts, if any, Client may be entitled to recover in this case. All expressions relative thereto are matters of Attorney's opinion only.

Client agrees to keep Attorney advised of Client's whereabouts at all times including mailing address and telephone number and to cooperate in the depositions and Court appearances and to comply with all reasonable requests made of Client in connection with the preparation and presentation of this case. Failure to so cooperate may result in Court imposed sanctions which may include dismissal of Client's claim.


Client authorizes Attorney to act on behalf of Client in all matters and to bind the Client, excepting only in the matter of settlement of Client's claim, which Client agrees not to settle or compromise without Attorney's consent and Attorney agrees not to settle or compromise without Client's consent.

Client understands that, if during the preparation of this case, Attorney determines that it is not feasible to continue with the case, Attorney may, after due notice to the Client, withdraw. In that event, Attorney will turn over to Client all papers relating to the claim or cause of action and Client shall immediately pay Attorney for any fees earned and/or costs expended.

In the event Attorney should bring a suit to enforce this agreement or to collect fees, costs, expenses, or taxes thereunder, or should matters arising under this agreement be submitted to arbitration or mediation, Client agrees to pay Attorney's reasonable costs incurred in enforcing this agreement including attorney's fees and expenses.

Any appeals or re-trials are not covered by this agreement, but may be negotiated as the need may arise.

By their signature below, the parties acknowledge they have read this agreement which is fair and equitable in all respects, that it accurately describes the agreement made by the parties, and that there are not agreements or representations not set forth herein.

X 

CLIENT

ATTORNEY

_____ Copy of contract given to client (Attorney/Legal Assistant initials)

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY,
PENNSYLVANIA

JILL PASCHL,

Plaintiff,

No.: 2001-4096

COMPLAINT IN
ARBITRATION

v.

KMART INC. trading as
KMART CORP., STORE #4770

Defendant,

Filed on behalf of Plaintiff:
Jill Paschl

Counsel of Record for this Party:

ARBITRATION HEARING SCHEDULED:
November 9, 2001 AT 9:15 a.m.
LOCATION: MILLCRAFT CENTER
90 WEST CHESTNUT STREET
SUITE 320, EAST WING
WASHINGTON, PA 15301

JAN IRA MEDOFF, ESQUIRE
Pa. I.D. #36782

SHRAGER & MEDOFF
1310 Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219

(412) 391-3754

FILED

JUL 30 2001

P.R MATHENY
PROTHONOTARY

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY,
PENNSYLVANIA

JILL PASCHL,

Plaintiff,

No.: 2001-4096

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FILED

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P.R MATHENY
PROTHONOTARY

6. The incident described above is a direct and proximate result of the negligence of the defendant, by and through their agents in the following aspects:

- a. in providing a defective ladder.
- b. in failing to provide a ladder that was suitable for purposes.
- c. in providing a ladder that collapsed.
- d. in failing to warn regarding the defective condition.
- e. in providing a ladder that did not sustain weight of plaintiff.

7. As a direct result of the negligence of the Defendant as alleged above, Plaintiff suffered the following:

- a. pain and suffering;
- b. fear;
- c. anxiety;
- d. humiliation and frustration;
- e. degradation;
- f. loss of her feeling of well being;
- g. loss of her pleasures and enjoyment of life;
- h. loss of her ability to engage in his previous activities; and
- i. mental and emotional anguish; and


8. As a direct result of the negligence of the Defendant as alleged above, Plaintiff was forced to spend a sum of money for hospital and medical expenses.

9. As a direct and proximate result of the negligence of the Defendant as alleged above, Plaintiff has lost wages.

10. A Workers' Compensation lien exists in the amount of \$2,124.95 (\$493.60 in indemnity and \$1,631.35 in medical benefits). Said Workers' Compensation Lien is admissible into evidence and is recoverable.

WHEREFORE, Plaintiff requests judgment against Defendant in an amount less than \$25,000.00.

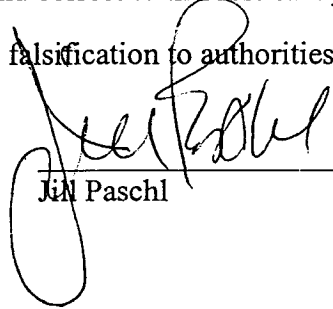
Respectfully submitted,


Jan Ira Medoff, Esquire
Attorney for Plaintiff

VERIFICATION

I verify that the statements made herein are true and correct to the best of my knowledge, information, and belief, and are made subject to unsworn falsification to authorities.

6-14-01
Date



Jim Paschl

Store # is 4770