

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.		Amount CONTINGENT, DISPUTED, UNLIQUIDATED
Name of Creditor (The person or other entity to whom the debtor owes money or property) NEAL, YVONNE 1015 SUPERIOR DETROIT, MI 48207-4688	<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 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	10084562
If address differs from above, please complete the following:		This Space is for Court Use Only
Creditor Name	Telephone #	
Address		
City/St/Zip		
Account or other number by which creditor identifies debtor	Check here if <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated _____	
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 _____ to _____ (date) (date)	
2. Date debt was incurred:	3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: \$ _____ 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 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)()	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim		This Space is for Court Use Only
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		CL 4890
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		4-12-02
Date	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)	
4-7-02	Yvonne R. Neal Yvonne R. Neal	
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		

RELEASE AND INDEMNITY AGREEMENT

Know All Men By These Presents:

That the undersigned, being of lawful age, for sole consideration of One Thousand Five Hundred Thirty Eight Dollars and 32/100 (\$1,538.32) with advance payments of \$462.04 made to Sinai Grace Hospital and \$131.00 made to Medical Center Emergency Services, leaving a final payment of Nine Hundred Forty Five Dollars and 28/100 (\$945.28) to be paid to Yvonne Webb Neal and spouse Anthony Neal, does hereby and for our heirs, executors, administrators, successors and assigns release, acquit and forever discharge Kmart Corporation and his, her, their, or its agents, employees, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associates or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, any interest incurred, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen personal injuries and property damage and the consequences thereof resulting or to result from the occurrence on or about the 24th of August, 2001, at or near KMART STORE# 4994, Detroit MI.

It is understood, and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the party or parties hereby released, and that the said release deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that the recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned relies wholly upon the undersigned's judgements, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

In further consideration of the above payment, the undersigned hereby agrees to save harmless and indemnify the party or parties hereby released from any and all expense, including any/all medical liens, arising because of any claim which may hereafter be presented by anyone for loss and damage or personal injury as a result of the above mentioned occurrence.

Releasor shall satisfy any valid and enforceable lien asserted by any insurer, governmental entity for benefits paid to Releasor as a result of the aforesaid accident.

The undersigned has read the foregoing Release and Indemnity Agreement and fully understands it.

Signed, sealed and delivered this 14th day of JANUARY, 2002.

Kimberly Blain
Witness

Dorothy London
Witness

CAUTION: READ BEFORE SIGNING BELOW.

Yvonne R. Neal, 1-12-02
Yvonne Webb Neal (date)

Anthony Neal, 1/12/02
Anthony Neal (date)

County of WAYNE

On the 14th day of JAN, 2002, before me personally appeared YVONNE R. NEAL AND ANTHONY D. NEAL

To me known to be the person(s) named herein who executed the foregoing Release and acknowledged to me that they voluntarily executed the same.

My term expires 5/6, 2002

Notary Public

PAUL M. STERN
Notary Public, Oakland County, MI
Acting in WAYNE Co., MI
My Commission Expires 05/06/2002

Claim#: A118308776
Adjuster: Judith Mallon



Kmart Customer Incident Center
Sedgwick Claims Management Services,
P.O. Box 5058, Troy, MI 48007-5058
Phone: (248) 463-7577
Fax (248) 463-6637

August 20, 2002

Yvonne Neal
1015 Superior
Detroit, MI 48207-4688

Re: Claim Number: A118308776
Claimant: Yvonne Neal
Date of Loss: 8/24/01
Store Loc/#: 4994, Detroit

Dear Mrs. Neal:

Sedgwick Claims Management Services, Inc. is the claims administrator for the Kmart Corporation. On behalf of Kmart, we reached an agreement to settle your claim. A Settlement Agreement is enclosed. Please sign and return the original form to the address above. When we receive this executed document, you shall have an allowed, general, pre-petition, unsecured, non-priority claim in the amount of \$945.28.

If you have any questions; please feel free to contact me at 888-562-7855 ext.37981.

Very Truly Yours,

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

Amy Pennybacker
Kmart Customer Incident Center

Enclosure



Kmart Customer Incident Center
Sedgwick Claims Management Services, Inc.
P.O. Box 5058, Troy, MI 48007-5058
Phone: (248) 463-7577
Fax: (248) 463-6637

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on August 20, 2002, by and between Kmart Corporation and its debtor affiliates (collectively, "Kmart") and YVONNE NEAL and ANTHONY NEAL (the "Claimant") in accordance with, and in implementation of, the procedures approved by the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division, in the Order Approving Procedures for (A) Liquidating and Settling Pre-Petition Personal Injury Claims Through Direct Negotiation and/or Alternative Dispute Resolution and/or (B) Modifying the Automatic Stay to Permit Certain Pre-Petition Litigation With Respect to Such Claims to Proceed (the "Order").

1. Agreed Claim. In settlement of Claimants' claim against Kmart, evidenced by Proof of Claim number 4890, in the asserted amount of ~~\$not stated~~ (the "Proof of Claim"), Claimant shall have an allowed, general, pre-petition, unsecured, non-priority claim in the amount of \$945.28 against Kmart in case number 02-B02474 (the "Allowed Claim").

2. Continuance of Stay. The automatic stay imposed by 11 U.S.C. § 362(a) remains in effect with respect to any and all actions to collect or enforce the Allowed Claim and/or any other claims against Kmart.

3. Limited Release of Kmart. Except with respect to the Allowed Claim, Claimant, for him/herself and his/her heirs, executors, administrators, successors, and assigns, does hereby and forever release, acquit, and discharge Kmart from any and all claims, actions, causes of actions, liens, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever which Claimant now has or which may hereafter accrue on account of or in any way arising from the occurrences alleged in the Proof of Claim.

4. General Release of Third Parties. Claimant, for him/herself and his/her heirs, executors, administrators, successors, and assigns, does hereby and forever release, acquit, and discharge Kmart and all agents, affiliates, employees, independent contractors, and servants of Kmart from any and all claims, actions, causes of actions, liens, demands, rights, damages, costs, loss of services, expenses and compensation whatsoever which Claimant now has or which may hereafter accrue on account of, or in any way arising from or relating to, the Proof of Claim, the Allowed Claim, or otherwise, whether known or unknown, foreseen or unforeseen.

5. Claimant's Reliance. Claimant hereby declares and represents that the injuries alleged to have been sustained in the Proof of Claim are or may be permanent and progressive and that recovery therefrom may be uncertain and indefinite, and that in entering into this Settlement Agreement, it is understood and agreed that the Claimant relies wholly upon his/her own judgments, beliefs, and knowledge of the nature, extent, effect, and duration of said injuries and liability therefore without reliance upon any statement or representation of the parties released hereby or their representatives, physician, or surgeon employed by them.

6. Claimant's Indemnity. Claimant agrees to save harmless and indemnify the parties hereby released, to the extent of such releases, from any and all expenses, including any/all medical liens, arising because of any claim which may hereafter be presented by anyone for loss and damage or personal injury as a result of the occurrences alleged in the Proof of Claim.

7. No Admission. It is understood and agreed that this Settlement Agreement is a compromise of a doubtful and disputed claim, and that this Agreement and payment, if any, on the Allowed Claim are not to be construed as an admission of liability by the parties hereto, and that such parties deny liability therefore and intend by this Settlement Agreement merely to avoid litigation.

Yvonne R. Neal 8-23-02
YVONNE NEAL Date

Anthony Neal 8/23/02
ANTHONY NEAL Date

Kmart Corporation

Date

To: Kmart / Trumbull Services Company
Attn. Karen Dinsmore
4 Griffin Rd. North
Windsor Ct. 06095

Amended Claim
Claim NO: 4890
Date Recieved 4/12/02
ID: 2377/20

From: Yvonne Neal
1015 Superior
Detroit, Mich. 48207

RECEIVED

JAN 06 2003

TRUMBULL SERVICES COMPANY