

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION

Your claim is subordinated as follows:

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

Case Number:

Class  
UNSECURED NON PRIORITY

Name of Creditor (The person or other entity in whom the debtor owes money or property):

11 3314560

Amount

TUCHTE, CARMEN  
CO FRANK J COVIELLO, P.A.  
11730 CLIFFTOP RD  
GAITHERSBURG, MD 20878

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.

CONTINGENT, DISPUTED, UNLIQUIDATED

If address differs from above, please complete the following:  
Creditor Name:  
Address:  
City/State/Zip:

Telephone # 301-869-3484  
Fax # 301-208-9063

10101099  
This Space is for Court Use Only

Account or other number by which creditor identifies debtor

Check here if this claim is a replacement of a previously filed claim, dated \_\_\_\_\_  
 Retiree benefits as defined in 11 U.S.C. § 1114(a)  
 Wages, salaries, and compensation (fill out below)  
Your SS #: \_\_\_\_\_  
I prepaid compensation for services performed from \_\_\_\_\_ (date) to \_\_\_\_\_ (date)

1. Basis for Claim  
 Goods sold  
 Services performed  
 Money loaned  
 Personal injury/damage/death  
 Taxes  
 Other

2. Date debt was incurred:  
Ms. Tuchte fell at KMART on July 1, 2001

3. If court judgment, date obtained:  
Case filed in court on December 31, 2001  
\$ 1,000,000 for each of two counts.

4. Total Amount of Claims at Time Case Filed:  
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.  
Copy of complaint enclosed.

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)(2).  
 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. (X) 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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Date: 1-8-02  
Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy if power of attorney, if any):  
Frank J. Coviello, Attorney

A.B. 4-12-02 4986

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

CAROLYN TUCHIS  
28 Pavilion Drive  
Gaithersburg, MD 20878

Plaintiff

vs.

Civil Case No: 328095-V

KMART CORPORATION  
3100 Big Beaver Road  
Troy, MI 48084

Defendant

COMPLAINT

PLAINTIFF CAROLYN TUCHIS, by and through her attorney, Frank J. Coviello, hereby sues KMART Corporation, and for reasons therefore states:

COUNT I

(Negligence)

1. That at all times mentioned herein the Plaintiffs, Carolyn Tuchis was and is a resident of Montgomery County, MD.
2. That on or about July 1, 2001, the Plaintiff, Carolyn Tuchis was a business invitee at the premises known as KMART Corporation (KMART) in Gaithersburg, Montgomery County, Maryland, during business hours as a customer. That it was and then and there the duty of Defendant KMART, its agents, servants and employees to maintain the premises in a safe condition for all persons having business in the KMART and to take any and all precautions to prevent injury to the Plaintiff and any other invitees. That notwithstanding this duty, the Defendant KMART negligently caused and permitted a dangerous and/or unsafe condition during business hours and at other items in the area of the premises regularly used by business invitees and/or customers for both ingress and egress. More particularly, the automatically controlled

doors at the entrance to the premises at KMART suddenly closed on the Plaintiff causing her to fall down and sustain injuries to her person. Defendant was further negligent in failing to place any signs, markings or warnings or to take other precautions to alert the Plaintiff and other persons of this dangerous and/or unsafe condition.

3. As a result of the aforesaid fall, the said Carolyn Tuchis sustained severe personal injuries, including but not limited to a fracture of her left hip. On July 3, she had surgery for the injury at Suburban Hospital. As a proximate result of this accident, the Plaintiff suffered grievous personal injuries including scarring. She was caused to suffer great shock, pain and suffering mental anguish and loss of income. She was required to expend and may have to expend in the future substantial sums of money for her medical care and attention.

4. That the aforesaid accident and the injuries and damages resulting therefrom were caused solely by the negligence of the Defendant, KMART Corporation, its agents, servants and employees, without any negligence on the part of the Plaintiff, Carolyn Tuchis, contributing thereto.

WHEREFORE, Plaintiff Carolyn Tuchis brings this suit and claims of and from the Defendant, KMART Corporation, the sum of One Million Dollars (\$1,000,000) in compensatory damages, plus interest and costs.

## **COUNT II**

(Breach of Implied Warranty)

5. That the Plaintiff, Carolyn Tuchis, adopts and incorporates by reference all of the matters and facts set forth in Count I of this Complaint and says further:

6. That the Defendant, KMART Corporation, by and through its agents, servants and employees, maintained and supervised the premises in question and knew that there would be

heavy traffic flow in and out of its premises. The Defendant impliedly warranted that the area in question was of merchantable quality and was fit and safe for the ordinary and particular purpose for which it was intended to be used and that it conformed to all safety codes.

7. That the Plaintiff, Carolyn Tuchis, relied upon the alleged expertise, skill and judgment of the Defendant, its agents, servants and employees, to furnish an area, which was fit for the particular purpose for which it was intended and was otherwise merchantable, suitable and fit for the ordinary purpose for which it was to be used and was in fact used.

8. That notwithstanding Defendant's duty to furnish a safe area, the Defendant maintained and supervised an area which was dangerous and unfit for the purpose for which it was intended and was otherwise unmerchantable and unfit for its ordinary intended use. As a proximate result of the Defendant's failure to so provide and furnish a safe area, the Defendant, its agents, servants and employees, breached its warranty of merchantability and fitness for a particular purpose implied in the maintenance and supervision of the area in question for persons using said area and the breach caused damage and personal injuries to the Plaintiff, Carolyn Tuchis.

WHEREFORE, Plaintiff Carolyn Tuchis, brings this suit and claims of and from Defendant KMART Corporation, the sum of One Million Dollars (\$1,000,000) in compensatory damages, plus interest and costs.

Respectfully submitted,



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Frank J. Coviello, Esq.  
11720 Clopper Road  
Gaithersburg, MD 20878  
(301) 869-3484  
FAX (301) 208-9063  
Attorney for Plaintiff

LAW OFFICES  
**FRANK J. COVIELLO, P.A.**  
11720 CLOPPER ROAD  
GAITHERSBURG, MARYLAND 20878

TELEPHONE (301) 869-3484  
FAX (301) 208-9063

Website <http://hello to/claims>

April 7, 2002

KMART Corporation et al  
c/o Trumbull Services, LLC  
P. O. Box 426  
Windsor, CT 06095

Re: Case Number: 02-02474  
Taxpayer ID No: 38-0729500  
My Client: Carolyn Tuchis  
Carolyn Tuchis vs. KMART Corporation

To Whom It May Concern:

Enclosed herein is the completed Proof of Claim form which I have executed on behalf of my client. Also enclosed is a copy of the Complaint which was filed in the Circuit Court for Montgomery County, MD.

Cordially,



Frank J. Coviello

Enclosures

cc: Vincent J. Palmiotto  
Church Loker Radcliffe & Silver, P.A.  
12 North Charles Street, Suite 600  
The B&O Building  
Baltimore, MD 21201

Attorneys for Defendant and Cross-Plaintiff, Kmart Corporation

FJC:jas