

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

Amount

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. § 502.

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

- 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.

AMOROSO, GLENDA
C/O MOGEL, SPEIDEL, BOBB & KERSHN ET AL
520 WALNUT ST.
P.O. BOX 8581
READING, PA 19603-8581

11 3314278

10097859

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:

11/30/99

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed:

\$ UNLIQUIDATED

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.

Date

4/03/02

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):

[Signature]

FILED
APR 16 2002
KENNETH S. GARDNER
MAILROOM - MM
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
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**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS**

IN RE: Kmart Corporation, et al.,

Debtor

CHAPTER 11


**CASE NO. 02-02462 through
02-02499**

CERTIFICATE OF SERVICE

I, Karen L. Morrison, hereby certify that I served a true and correct copy of the Proof of Claim, upon those individuals whose names and addresses appear below, via United States First Class Mail, postage prepaid, on April 8, 2002:

**John Wm. Butler, Jr., Esquire
J. Eric Ive
Skadden, Arps, Slate, Meagher & Flom (Illinois)
333 West Wacker Drive, Suite 2100
Chicago, IL 60606-1285**

Dated: 4/8/02


Karen L. Morrison
Karen L. Morrison

EXHIBIT

"A"

EXHIBIT "A"

MOGEL, SPEIDEL, BOBB & KERSHNER
A PROFESSIONAL CORPORATION
By: Stephen H. Price, Esquire
Identification No. 60560
520 Walnut Street, P.O. Box 8581
Reading, Pennsylvania 19603
(610) 376-1515
Attorneys for: Plaintiff

GARY AMOROSO AND GLENDA AMOROSO,
Plaintiffs

vs.

KMART CORPORATION,

Defendant

**IN THE COURT OF COMMON PLEAS OF
BERKS COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW**

NO. 01-11842

FILED
2011 MAR 31 3 56
BERKS COUNTY, P.A.

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claims or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**Lawyer's Referral Service of the
Berks County Bar Association
544 Court Street
Reading, Pennsylvania 19601
Telephone: 375-4591**

7. Store personal were aware that a wet blue substance was present on the check out counter and also had reason to know or should have known that the blue substance was also on the floor of the checkout aisle line.

8. Glenda Amoroso left the store and returned that same day to fill out an incident report, Exhibit "A", with store manager Marty Wagner.

9. As a result of the fall, Glenda Amoroso suffered injuries to her back, spine and nervous system; all of which injuries have caused her great pain and suffering, and may continue for an indefinite time in the future and may be permanent.

COUNT I - Glenda Amoroso v. Kmart - Negligence

10. Defendant had a special duty to Glenda Amoroso because as a patron in the store Glenda Amoroso was an invitee, as such Defendant had the duty to inspect the store, warn customers of any dangers and make the store safe for customers.

11. Defendant breached this duty because there was a foreign substance, possibly blue liquid laundry detergent, on the floor; moreover this substance had been in place on the check out isle for a period of time prior to the accident.

12. Defendant failed to make a reasonable inspection of the floor which could have or should have revealed the existence of the dangerous condition posed by the blue liquid.

13. Defendant failed to give adequate warning of the dangerous condition posed by the blue liquid, erect barricades, or take any other safety precaution to prevent the injuries or damages Glenda Amoroso suffered.

14. Defendant's failure to inspect the floor, warn of any danger or to clean up the substance on the floor caused Glenda Amoroso to slip, fall and to injure her back and was the

direct proximate cause of her injuries and resulting injuries.

15. Glenda Amoroso suffered severe injuries as a result of the fall at Kmart; all of which injuries have caused her great pain and suffering, and may continue for an indefinite time in the future and may be permanent.

16. As a result of the fall, Glenda Amoroso had to undergo a left L5-S1 hemilaminotomy and discectomy in December of 1999; her subsequent post operative diagnosis is a herniated nucleus pulposus L5-S1 with resolution of her right S1 radiculopathy and mild mechanical back pain secondary to facet pathology.

17. As a result of her injuries, Glenda Amoroso has had a loss of the ability to enjoy the pleasures of life, for example she can no longer take care of her home or participate in other activities such as running and skiing as she did prior to the accident.

18. Glenda Amoroso has loss of income and loss of employment prospects as a result of her injuries, her lost wages are in excess of \$28,400.00 and due to ongoing problems with her back she has a reduced work schedule.

19. Upon information and belief Glenda Amoroso has expended or had expended on her behalf over \$25,000.00 for medical benefits.

WHEREFORE, Plaintiff demands judgment in excess of \$50,000.00 in her favor and against the Defendant plus costs of suit and any such other relief as the Court may deem appropriate.

COUNT II - Loss of Consortium - Gary Amoroso v. Kmart Corporation

20. Plaintiff incorporates her averments to paragraph 1 through 19, inclusive, of Plaintiffs' Complaint as though fully set forth at length herein pursuant to the Pennsylvania Rules of Civil Procedure.

21. Gary Amoroso was married to Glenda Amoroso at the time she was injured at Kmart.

22. Glenda Amoroso was injured by Defendant's negligence; all of which injuries have caused her great pain and suffering, and may continue for an indefinite time in the future and may be permanent..

23. Gary Amoroso has lost Glenda Amoroso's services from their marital relationship as a result of Glenda Amoroso's injuries, these include lost services by Glenda Amoroso in the home, loss of affection by Glenda Amoroso toward Gary Amoroso, loss of sexual attention and loss of society.

24. Glenda Amoroso has been unable to fully perform her normal household duties and chores, such as cleaning, as a result of her injuries.


25. Gary Amoroso and Glenda Amoroso separated and divorced after Glenda Amoroso was injured.

WHEREFORE, Plaintiff demands judgment in excess of \$50,000.00 in his favor and

against the Defendant plus costs of suit and any such other relief as the Court may deem appropriate.

MOGEL SPEIDEL BOBB& KERSHNER

Dated: 2/28/02

By:  _____

**Stephen H. Price, Esquire
(Attorney I.D. No. 60560)
Mark E. Zimmer, Esquire
(Attorney I.D. No. 87430)
520 Walnut Street
P.O. Box 8581
Reading, PA 19603-8581
610-376-1515
Attorney for Plaintiffs**

EXHIBIT "A"

EXHIBIT "A"



Kmart Customer Service Unit Sedgwick Claims Management Services, Inc.
 P.O. Box 5058, Troy, MI 48007-5058
 Phone: (248) 637-4266 Fax: (248) 649-0884

Name Glenda L Amoroso		Name of Spouse GARY R. AMOROSO		Telephone # () 610 856-1468
Parent's Names (if incident involves a child)				
Date of Birth 06-27-62	Occupation DIAGNOSTIC TECHNICIAN	Average Weekly Wage 200.00		Social Security # 205-48-2916
Former Address				
Employer's Name The Reading Hospital + Medical Center				Telephone # (610) 988-8000
Employer's Address West Reading, PA				
Height 5'9 1/2"	Weight 144	Eye Color blue	Hair Color blonde	Right or Left Handed RIGHT
Any previous injuries resulting in permanent or partial disability? Explain. none				
Date 11-30-99	Time 14:10	Place of Incident CHECK OUT AISLE #6 K MART - Perkiomen Ave, RD6 PA		
Describe in detail what you were doing and what happened when you were injured at Kmart. (Continued on a separate sheet if necessary)				
When did you report this incident to the store? Immediately to Cashier Bonia later to store manager				
Name and Address of Witness having knowledge of this incident Cashier at aisle 6 & Marty Wagner - Store manager Kmart Perkiomen Ave				
Describe your Injury low back pain / pain shooting down both legs felt like something tore in low back				
Name, Address, and Phone Number of treating Physician DR Raymond TRUETT		Date of 1 st Visit 12-01-99 12:00 pm	Number of Visits	
Are you still treating? YES	How often?	Have you missed time from work? YES	Date returned to work	
AUTHORIZATION FOR MEDICAL RECORDS				
This authorization, or a photocopy hereof, will authorize you to give Sedgwick/Kmart Customer Service Unit or its representative, all information you may have regarding my condition while under your observation or treatment, including all the history obtained, x-ray and physical findings, diagnosis and prognosis.				
Signed: <u>Glenda L Amoroso</u> Signature of Injured		Address: <u>1621 A Golf Course RD</u> <u>RD7 Mohnton PA 19540</u>		
Date: <u>12.12.99</u>				

VERIFICATION

Glenda Amoroso, hereby verifies that the facts set forth in the foregoing
Complaint are true and correct to the best of her information and belief.

This verification is made subject to the penalties set forth in 18 Pa. C.S.A. §4904,
relating to unsworn falsifications to authorities.

Dated: January 28, 2002



Glenda Amoroso

MOGEL, SPEIDEL, BOBB & KERSHNER,
A PROFESSIONAL CORPORATION
By: Stephen H. Price, Esquire
Identification No. 60560
520 Walnut Street, P.O. Box 8581
Reading, Pennsylvania 19603
(610) 376-1515

**GARY AMOROSO AND GLENDA
AMOROSO,**

Plaintiffs

**IN THE COURT OF COMMON PLEAS
OF BERKS COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW**

vs.

KMART CORPORATION,

Defendant

NO. 01-11842

Assigned to:

CERTIFICATE OF SERVICE

I, Karen L. Morrison, hereby certify that on this day, *February 28*, 2002, I served a true and correct copy of the Complaint by first class mail, postage prepaid, to the following:

**Mark T. Reilly, Esquire
Marshall, Dennehey, Warner, Coleman & Goggin
One Montgomery Plaza
Suite 1002
Norristown, PA 19401-4814**

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.


Karen L. Morrison