

Debtor: "Kmart" 02-02474 Chapter 11 Cases

Claimant: Ilease Bartlette

I certify that on April 27, 2009 I mailed all documents to Attorney Barrett that were prepared for the Bankruptcy Court and any attachments supporting those attachments to the following parties.

Clerk of the Court in the U.S.
Bankruptcy Court, For the Northern
District of Illinois, 219 South Dearborn Street
Chicago Illinois and to Attorney William
J. Barrett, Ferrazzano, Kirschbaum and
Nagelberg, LLP 200 West Madison Street
Suite 3900 Chicago, Illinois 60606-3465.

FILED
UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS

APR 30 2009

KENNETH S. GARDNER, CLERK
TEAM - B

In The U.S. Bankruptcy Court
The Northern District of Illinois
Eastern Division
mailed to Atty Barrett

- 1 Motion 104 pages other attachments
- 2 Supreme Court of the US Office of the Clerk
Washington, DC 20543-0001 January 12, 09 Document
- 3 Exhibit A letter / ~~letter~~ Chapter 11 (Cases) ^{IAB} now shows cases

No 08-7194 Filed 11-7-08 Full and complete file
letter Sept. 10-07

Stamped envelope

Letter Kmart % Trunkal date Nov 5, 2007

Letter Atty Jennings November 16, 07

Copy of check #4,960.35

letter Dear Atty Chan referred to 2-27-07

Letter February 27, 2007

Letter 3-9-07

Postal Service Sender:

" " Kmart Management Corp

Letter November 20, 2008

Waiver Signed 11-20-2008

Jan. 12, 2009 TO Ms. Bartlett

Feb 23, 2009 to Ms Bartlett

Certificate

Motion For leave to proceed on Forma Pauperis

letter 1-15-09

United States Bankruptcy Court
Northern District of Illinois
Eastern Division

Claimant: Elise Bartlette/Chapter 11 cases

Debtor: Kmart Corporation et al.,

"Kmart" (Michigan) 02-02474

In re: Jointly Administered Chapter 11 Cases

Support: Confirmation Order 02-802474

Motion

On the behalf of the Chapter 11 Cases I
asked and move the court to grant to us a
petition for rehearing, to proceed in Forma
Pauperis, to apply all documents present and
past for the record, and to grant contin-
uance due to sickness.

March 17, 2009 Via Conference Call,
Atty. William Barrett, represented Kmart
before the court. I proceeded pro se
representing myself before the court.

Due to the fact, I was unable to
obtain a successor attorney after my then
attorney Archie Jennings, motioned a stay.

I was able to carry on through the
District Court, (The Third Circuit) 3rd Circuit
and the Supreme Court using the "Plan".

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and now before the Bankruptcy Court as Claimant for a debt owed to me (The Chapter 11 cases) and of whom Kmart Corporation is my Debtor "Kmart" 02-02474.

The Chapter 11 cases are on record in the Court against Kmart, since I filed my proof of claim on July 18, 2002 I got no relief.

We the Chapter 11 cases have a history with/carris us from past to present with Kmart our former employer.

I filed charges against Kmart Corporation with this Bankruptcy Court for \$45, thousand dollars (\$45,000).

for Back pay and Front pay and with the District Court charges were filed for Employment discrimination, ~~wrong~~ Violation of Americans with Disabilities Act, breach of contract Age Discrimination Wrongful discharge, and intentional infliction of emotional distress. These claims against Kmart was prior to its Bankruptcy on May 28, 2002.

As I waited, Kmart made a petition for Bankruptcy leaving my claims against Kmart with the District Court on St. Thomas, Virgin Islands.

Proof of claims were requested and on my behalf, my then attorney

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Archie Jennings, with the Bankruptcy Court claimed for me Back pay and Front pay only. Leaving all my other claims with The District Court. I am not an attorney but it appears when he filed for Back pay and Front pay had he sent all he had filed with the District Court along with the Back pay and Front pay portion the reflection on the proof of claim would have been different.

No relief was given to me for the \$45,000 during that time or anytime after and the 3rd Circuit gives testimony to that fact in the record.

The Civil Charges are heavy for my discrimination likewise was also heavy until this day. Against Kmart and as Claimant, I have come and ask the Court to join the Back pay and Front pay to Employment discrimination, Violation of Americans with Disabilities Act, breach of Contract Age Discrimination Wrongful discharge and intentional infliction of emotional distress.

For my time of wilful neglect and The Chapter 11 cases plus interest added.

On that proof of claim the \$45,000 has a value of $10 \frac{1}{3} \times 10$ and not

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as seen as Face Value of \$45,000 due to the fact that the proof of claim is defective on my behalf as a Chapter 11 case. To receive the exact amount requested & full satisfaction is for the Chapter 11 cases not .10 or 10¢ on the dollar, and to be found in a pile under litigation claims to be disallowed, (even forgotten) by Kmart.

Kmart valued my claim against it using the .10 value to total \$4,960.35 due to me for Back pay and Front pay on the form sent from my then Attorney Archie Jennings Case Number 02-02462 through 02-02499, but within those numbers they through deleted my number 02-02474. It is not true or my face amount would have not been a point for discussion as a Chapter 11 case.

If or should Kmart begin to say my statement is false then why is it offering .10 instead of the \$45,000 requested.

The facts are before the court that fraud is committed against the Chapter 11 cases and dishonesty showed to the court on the subject of trust.

Kmart Corporation 3100 West Big Beaver Rd. Troy, MI 48084, Case #02-02474, Tax-

payer ID # 38-0729500 had always been.
These numbers were sent to me for my suit is against Kmart Corporation 02-02474.
Throughout the proceedings, to my knowledge, it remains the same.

If there was a change the record would have picked up that change.
It does appear instead that a willful act was done to affect, not only Bartlette but, the other Chapter 11 cases.

Thus the Chapter 11 cases were placed in Disallowed breaking ^{the} agreement even to the court that's what it seems Kmart had done. While working Pro se, I addressed this very situation. I found myself in and called it a problem for indeed it is a problem not only, with me but the court.

I learnt of Attorney Barrett through a referral via the Bankruptcy Court who informed me he is Debtor, another time Reorganized Debtor and then as Representative of Kmart in its Chapter 11 Cases.

Whoever, or whatever, he represents Kmart as its Attorney.

I wrote seeking information and to inform whomever on the discrepancies under which the Chapter 11 claims ^{were} mine ~~were~~ and placed. I met through the mail Atty Barrett.

Kmart is not only liable to us for the Administrative Claims but for placing the Chapter 11 cases in Disallowed.

For that wrong, I request for each claimholder double with Interest seen as a face amount and not at \$10 value since it was an act never to pay in the regards to any of the Chapter 11 cases.

Ever since, the Disallowed status ⁱⁿ that which were placed, in, darkness covered us through several types of deprivation to include Federal rights, our Civil Rights, ADA, ADEA, breach of Contract Emotional distress some of us had to beg or borrow due to our own personal financial Crisis. And for me Back pay and Front pay seen on my very own farm \$45,000 also be doubled added to that amount as my face value with Interest. #1 will be restated for Clarity Employment Discrimination, Violation of Americans with Disabilities Act, breach of Contract Age Discrimination wrongful discharge and intentional infliction of emotional distress at a different price quote \$10,000,000.00 We expect full satisfaction and reason will be shown to the Court Mine is a total \$20,000,000.00

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When Kmart's Stay got lifted my attorney did not continue my claims ^{with} the Bankruptcy Court or through the District Court. He allowed the claims to sit. He did not inform me even that the stay was lifted. I found that out by way of the News. I then informed him he made no reply that I can recall. In a letter I brought to his attention some important things that would help my case in a positive way. I received a letter from my attorney charging me fees we have never before discussed and if I should call his office fees to be paid to speak even to his secretary high fees were placed upon me per the hour. His ethics were questionable I was asked to shut-up, leave him alone, or he was plain greedy were my thoughts.

I had paid him at the time \$200.00 to represent me against Kmart on a Contingency basis and I paid the fee to him to file the charges against Kmart. An agreement was done through contract a Retainer ^{agreement} that I also signed, leaving blank spaces ^{were left} that about two different times I asked him to remove.

The third or so visit they were not

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removed so I inserted NA a few times where the blank spaces were. I brought to his attention there was no price quote for the charges that remain at the District Court and if I should die to whom the money received will go.

Atty. Archie Jennings responded to me but the tone of the letter was not nice. He also referred me to a friend of his a Bankruptcy Attorney but called no name for he will do the preliminaries on my behalf. It sounded good but I was very cautious for the Kmart stay got lifted without me getting or seeing no relief of the \$45,000 dollars claimed on my behalf. Did he or did he not get the money his interest appeared not to be as it was he was making a get-away while allowing my claims to sit and I kept calling the Court always to learn nothing further has happened to what he had done.

I went to the Court did not even know my Case # but gave my name and it was found. Before I could report to attorney Jennings he Motined a stay leaving me to get a successor Attorney in 30 days. I was unable to.

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Request of the Court through a Motion to search and if unable to, that I will proceed pro se. Ever since, I have been pro se, and since it is my experience I relate it as is but the Court knew I have no legal background. Therefore, I present the best possible way I could as a true Advocate for my peers and for myself. I had training as peer Advocate, Presenter on needs and concerns ^{for} our Territory for Center for Mental Health Services, was employed in said field, and as Founder and President of the Then Consumer Survivors Inc., I serve on Territory's Mental Health Planning Council on behalf of our Governor.

An Advocate whenever where ever.

I find it a privilege, opportunity and a duty even to be in company with the Chaptell cases, see them as I see myself a mirror placed in front of me seeing myself, loving myself, and defending myself is doing all this for the Chaptell cases is doing it for me.

The Court in its wisdom placed us together my greatest gift since Kmart. It is providence that my attorney ran from me.

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Atty. Barrett offered me \$4,960.35 even though I had not requested a settlement.

I informed the Court it was my greatest anger to suggest that I go for that money leaving my peers on their own to struggle as I have.

then the insult, was I to share that amount among the 11 of us what shame! Kmart regards to the Chapter 11 Cases ~~has~~ always shone in its deeds towards this jointly Filed Administered Chapter 11 Cases. Another reason to Disallowed our claim throw us from Kmart's sight in a forgotten pile litigation Claims to be Disallowed.

It is my hope that despite Title, ADA, Bankruptcy Court and all other protection given in Orders Kmart still use discrimination against us. The reason we are before the Court and was terminated by said Kmart.

The disrespect! Atty. Jennings motioned a stay he no longer wants to be my attorney why did Kmart send anything to him for me. Why did Atty. Jennings take the job should he not remind Kmart he was no longer my attorney? Both knew Atty. Jennings was no longer

my Representative and should refrain further to provoke me. I questioned the action to myself and had reason to think that the "Stay" and "Disallowed" actions could be a possible connection representing itself in the proof of Claims. The Stay, The Disallowed, and the Chapter 11 Cases would have come to nothing due to misbehaviors consistently following our path.

Darkness covered the Chapter 11 cases however, the darkness did not hide the light I saw at the end of the tunnel. I searched through three different Courts once as Plaintiff, then as Appellant, also as Petitioner, now as Claimant. It is my belief we are all found per the record and bring with us Docket #32, Simone Freeman, whom we found on the way while I was a Plaintiff she was thrown at me from Kmart's attorney Bennett Chan.

I now ask the Court to embrace us as trophies for the Court for we were lost now we are found.

We thank the Court for its continued protection never giving up on us, for not giving up on staying, reversing or

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Amending and when the time to appeal or seek review or rehearing had expired and no appeal or petition for review or rehearing was filed or if filed remained pending.

On behalf of the Chapter 11 cases I say we are so sorry. We could not come. (because we were thrown away in a pile our eyes covered over with wool (figuratively speaking) The pile labeled litigation claims to be disallowed. We could not find each other, ourselves, neither find our way out of the pile although we were joint together.

So far we were thrown, so that those who throw us seems to say, out of sight out of mind, never to be found.

They were all forgetting that the records stood firmly in the eyes of the court.

Every effort made was to reclaim. Every deed done through every order extended grace.

I feel as well there was a search but we were still in the pile hoping as it continues we will be found.

But we did not know for the Chapter 11 cases hope continued to shine and through that hope found our way by that

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some light at the end of the tunnel that never stop shining on our behalf through Bankruptcy Rules, Code and Orders.

The "Plan" is a product of extensive discussions, and negotiations, participations negotiations, even documenting opportunities to review, one could provide comments about or for the "Plan" everything was done in the open.

Then later on someone or a number of people thought it best not to perform as well as they should in their several lines of duties given to each one by the Bankruptcy Court on the behalf of Kmart Corporation that is made up of Debtors, affiliates Attorneys beneficiaries Reorganized Debtors and Trustee etc.

It is so sad to see that not one cared enough on the behalf of the Chapter 11 Cases/ Ms. Freeman, to bring us back to Bankruptcy Court or to any other court approved by said Bankruptcy Court.

Those claiming forgetfulness will or may be reminded as for the claimants we are here for our relief.

Had we all done so, many years ago we would not be here

years after in Bankruptcy Court.

Discrimination is ugly even from one who is good looking for he or she made another feel awful.

Let us esteem respect and value each person, that's what makes a person good looking.

Who knows what may happen to either groups. It is my hope the procedures will bring a change that will produce better attitudes. Today is certain Tomorrow is next but a little less uncertain if the table turns the tide due to uncertainty. The question is posed what next? May we prepare ourselves it could be the Chapin Cases / Ms. Freeman could be the ones to see the differences because of a better attitude.

One I will call a joyous attitude that beats all the other negative attitudes.

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I inform the Court through this record that I (we) found the way back to the Bankruptcy Court ^{here} and as I move here my claims against Kmart come with me, those that were housed with and at the District Court and I ask the Court to accept them along ^{with} all the other Chapter 11 cases. And while at the District Court, I was introduced to another claim holder by way of a record sent to me from the opposing attorney Bennett Chan, Kmart's attorney at the time. I refer to her as Docket #32 for it ^{is} found on the District Court's Docket entry #32.

The Claimholder is found in the attachments and among records sent whose name is Simone Freeman.

Her Case Number is 06-2412 according to the Plan, found under Article X 11 12.1 page 52. As of the Effective Date, The Reorganized Debtors may operate their businesses and use, acquire, and dispose of property and settle and compromise claims and interest without supervision of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by this Plan and Confirmation Order.

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"Other than those restrictions expressly imposed by this Plan and Confirmation Order".

The Plan covers the Chapter 11 cases to include as the records state that Ms. Freeman is a person with a qualified disability at the time, the above quote covers her even now it does appear.

It further seems that Kmart removed the special classes or the Chapter 11 cases making them to become general by taking us out of our designated status therefore, going against the order of things and the Bankruptcy Court's Order.

One more time ^{Kmart} ~~have~~ caused to control even the Federal Statute involved that was created for our protection and even when it told the VI Department of Labor the Respondant does not request oral argument and there was none. What Kmart wants, Kmart gets for it appears to operate is very own government.

This ^{made} ~~gave~~ Bartlett, the Chapter 11 cases even Ms. Freeman, to defend our way back to Bankruptcy Court she is our tag-along in our cause for justice.

And so, a plan of Kmart's was implemented and named the Kmart Motion to dismiss all of Bartlett's claims against Kmart.

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In fact, two known District Courts supported Kmart causing a dismissal to both Ms. Freeman's and Bartlett's claims causing serious pains leaving us unprotected by the ADA Americans With Disabilities Act Of 1990 (Public Law 101-336) and our Employment issues taking us through (4) four different Courts.

The Plan is important and the Confirmation Order is to be respected by all.

Did not the Confirmation Order state differently? Kmart needs a reminder to the agreement

They shall receive full satisfaction
They shall remain until full term.

Why? We are all covered by and through the protection of the Plan that is bearing the pressure and carries the truth that it produced the Confirmation Order that is also Federal Laws or Rules.

12.10 Setoffs. Subject to Article 12.10 of this plan, the Debtor may, but shall not be required to setoff against any claims, and the payments or other distributions to be made pursuant to this Plan in respect of such claims, claims of any nature whatsoever that the Debtor may have against such claimholder; But neither the failure to do so nor

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Nor the allowance of any claim hereunder shall constitute a waiver or release by the debtors or the Reorganized Debtors of any such claim that the debtors or the Reorganized Debtors may have against such claimholder.

Kmart affected my special class the Chapter 11 cases (even Freeman a person with a disability covered by Federal laws).

Kmart the designer of wrongs against us fully well know the law. Yet it allowed to remain an unknown number that is not "Kmart's" 02-02474. The change is quite evident seeing how attorney Jennings and Kmart affected the act. Atty. Jennings called a "stay" left me to fend for myself and prevented others from assisting me for I could find no successor.

As I made my several request to attorneys they spoke to Atty Jennings, one could see that they were found between a rock and a hard place then refused to assist me even though I was told I had a good case. Atty. Jennings ran away and Kmart the other, disallowed my claim it appears for reason Nos. 02-02462 through 02-02499 when it should not be so.

Kmart knows or should have known.

I was already seeking my rights via the Courts and sort no settlement from Kmart.

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Moreover, Kmart knows and should also know that I am a Chapter 11 case under the Claim number designated.

That the way to me is not through \$4,960.35 I cannot be bought, I try my best to be a woman of integrity neither can I be sold to do wrong especially to or for Kmart. I know Kmart well to know it has no friends it will hurt anyone for it lacks feelings.

Further, Kmart also knew that the way to me is through the Bankruptcy Court

Kmart made a last thrust against persons with disabilities, it tried to separate what is already joint together

My tag-along whom I supported evince, and call Docket #32 or Ms. Freeman.

And the other 9 persons, my peers who might be unable to help themselves against the nature of our former employer Kmart. Was I to have taken the amount offered and share between 11 persons \$4,960.35 or run and leave them?

This further shows to the court our treatment and the fools it thought it could get away from who filed Civil Charges against it and that the ADA stands firmly in this court.

5 The way through the Chapter 11 Cases is the Bankruptcy Court not Attorney Archie Jennings or through my P.O. Box. I am part of the Chapter 11 Cases Jointly filed Administrative Claim. Was Kmart asking me to leave my peers or to divide among us all that amount? Again Kmart is disrespectful to me and the other 10 claimants before this Court, seeking our fair dues to include Ms. Freeman from Kmart.

Per Ms. Freeman's experiences the Confirmation Order covers her under Discharge of Claims and Termination of Interest.

As stated - To the extent such Claims relate to service performed by employees of the Debtor prior to the petition Date and that arise from a Termination of employment or a termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Confirmation Date, and all debts of the kind specified in section 502 (g), 502 (h) or 502 (i) of the Bankruptcy Code, in each whether or not (a) a proof of Claim or interest based upon such Claim, debt, or rights, or interest

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is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim or Interest based upon such Claim, debt, right, or Interest is allowed under section 502 of the Bankruptcy Code, or (c) the holder of such a Claim, right or Interest accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims against and Interest in the Debtors, subject to the Effective Date occurring.

Release of Debtors - in Possession
Notwithstanding the foregoing in
... Nothing in the Plan shall be deemed to release any of the Debtors or the Plan Investors or their Affiliates from their obligations under the Investment Agreement or the transactions contemplated thereby. The Chapter 11 Cases of whom I am part of the whole, and Ms. Freeman are covered even though discharged by the District Court For the Eastern District of Pennsylvania, who gave favor to Kmart through its motion granted, and the Actions against Kmart Corporation and David Fisher is Dismissed without prejudice for lack of subject matter jurisdiction (Document #11). The Clerk of the Court marked Case as closed for Statistical purposes.

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I returned ~~the~~ ^(letter) the check to attorney Barrett
it. I mailed a copy to the VI Bar
Association of the VI for Atty. Archie
Jennings and returned the unused
or unsigned check ^{back} to its owner Kmart
Management Corporation at 3100 W Big
Beaver Rd. Troy MI 48084-3163.
identified as EB 566082525 US. As seen
in the attachments an return receipt dated
12-14-07 from me Thase Barthele, P.O. Box
7095 St. Thomas, VI 00801. and signed for
on delivery 12-14-07. This check was an
off line check and had a signature
Allen Rojas Dated 11-08-2007. Like
fire in my hand I got rid of it from
my presence as soon I was able to.
The stated amount of the check is
\$4,960.35 is a double wrong by both
Mr. Barrett; Kmart's Attorney and for Attorney
Archie Jennings and an extra defiance
against the Bankruptcy Court's Rule
or Order. Here is another wrong from
Kmart while in the District Court,
I was faced with several wrongs
and I voiced my defence in regards
to the Order. My blood pressure
soared, Cholesterol, diabetes and now
something else Kmart owes me ~~so~~ much.

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On Kmart's first attempt to communicate its Motion to Dismiss even in the Court this is what I discovered.

1. The page numbered sequences did not flow.
2. The thought process and ideas communicated were lost.
3. Every other page is omitted.
4. The summary is incomplete.
5. The document misleading.

I got 3 different entries and each one differs from the other even though it is suppose to be the same Kmart Motion to Dismiss.

About 100 pages were missing and I had an assignment to complete for a particular time. After comparing the 3 different entries I then used what appears more complete. I remember Judge Burnard's surprise to see my answers to the Kmart's Motion to dismiss all of Bartlette's Claims.

He looked very pleased. He added you do better work than some attorneys.

I thank him and continued to get familiar with the work facing me on behalf of the Chapter 11 cases, who like me in comparison appears to be a mirror.

According to "Final Order" 1.66 means an Order or Judgement, the operation or effect of which has not been stayed, reversed or amended and as to which order or judgement (or any revision, modification or amendment thereof) the time to appeal or seek review or rehearing has expired and as to which no appeal or petition for review or rehearing has expired and as to which no appeal or petition for review or rehearing was filed or if filled remain pending.

My then attorney Archie Jennings, filed with the Bankruptcy Court my proof of Claim and left the ADA ADEA and my civil rights claims at the District Court among others.

They were claims for employment discrimination, Violation of Americans with Disabilities Act, breach of contract wrongful discharge and intentional infliction of emotional distress Age Discrimination Act

I proceeded Pro se. The District Court did not give me in my defence a Trial hearing as I requested a denial of my legal rights. Despite what it had done give me no trial it sent the Judgement in the mail, Gave me instructions I could no longer pursue my claims

in this Court gave me a dismissal of my claims for it sent me its Judgment in mail and in its judgement stated that The Kmart Plan of reorganization Bars the continuation of this case.

Persons born or Naturalized in the United States and subject to the jurisdiction thereof, citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; Nor shall any state deprive any person of life liberty, or property without due process of law; Nor to deny to any person within its jurisdiction the equal protection of the law.

"My claims for enforcement, to include the protection given to me as an American citizen was denied when it deprive me of essential to my wellbeign life, liberty, or property without due process of the law. Even though I live within its jurisdiction and part equal protection of the law".

According to the law, its purposes are to provide a clear and comprehensive National mandate for the elimination

of discrimination against individuals with disabilities; to provide clear strong, consistent enforceable standards addressing discrimination against individuals with disabilities. The further purpose is to ensure that the federal government plays a central role in enforcing the ADA and and to: invoke the sweep of Congressional Authority, including the power to enforce the 14th Amendment and to regulate Commerce, in order to address the major areas of discrimination faced day-to-day by people with disabilities

No clear comprehensive mandate local or National by the district Court was done in an effort to eliminate the discrimination done to me, even though I have a qualify disability for which I sort action against Kmart. I filed an appeal to the 3rd circuit for another reason. The District said that the Kmart Plan of Reorganization Bars the continuation of this Case and that I did not file a proof of claim.

The third circuit disagreed said The Kmart Plan of Reorganization does not bar

does not bar the continuation of this case, I filed a proof of claim, I got no relief, my claims ^{were} on the merits, and a certified and true copy and issued in lieu of a formal mandate 08-25-2008 was sent to me. And I learnt because the judges reviewed my files on St. Thomas VI and because I requested of the same panel something they are unable to do I had to move on to the Supreme Court where I received a signed waiver from Kmart. However, to my knowledge unlike the 3rd Circuit it did not go to St. Thomas to review the record. In that sense it could not grant certiorari and made no recommended transfere to any other court. I struggled its intention until understanding came. And then the rehearing likewise was denied not dismissed. With that struggle I wised-up took my supporting documents and headed for the Bankruptcy Court.

But for a point of information my claims were never dismissed except on the lower level at the District Court, and even there, the case number was never my own that was used to dismiss Bartlett's claims, and ^{to} allow the Kmart motion to be granted for it could not

Conduct a trial hearing my complaints.
The Court would have actually address
some other person as shown.

Should another persons have the
same number call case No. 02 B 02474
even used it in the Court, shawes
it was to decieved people vulnerable
to stress causing pain and fraud.

The Confirmation Order is stated
like this Case No. 02-02-02474.

"Kmart" (mine) 02-02474

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I corresponded in lieu of information. At one time I was diverted from the Bankruptcy Court and by that diversion met via the phone Mr. William Barrett. One time he is Debtor, another time Reorganized Debtor, and another time Representative of Kmart. March 16, 2009 I got a notice of Status Hearing on Letter Regarding Claim filed by Ibase Barthe the letter is signed /s/ William J. Barrett it shows as stated. (Please review the notes)

William J. Barrett CAR DC No 6206424
Barack Ferrazzano Kirschbaum
& Nagelberg LLP 200 West Madison St.
Suite 3900 Chicago, IL 60606
Phone: (312) 629-5170, Facsimile (312) 984-3150
William. barrett @ btkn.com
as Counsel for Kmart Corporation

The document left hand bottom of page Number is 563554V1

Atty. Barrett knows my mailing address. He has in the past written ^{on my behalf} to me, who informed me that my then attorney on my behalf had file a proof of claim. because I needed to know if it was so.

He also knew that I was Pro se and plaintiff in this case.

See In his letter Dated October 2, 2007

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I did not even pick up the mail at the time I was unable to.

Another ^{mail} came to my P.O. Box again it was returned via the mail. I tracked it down and the zip was attached to Atty. Barrett's that too was returned. I neglected my P.O. box I was sick and am still not 100% better.

After the March 17, 2009 hearing with the Court I was sick being dizzy. I'm being treated for it feeling better but not best.

In a ^{letter} dated 9-27-09 it should read 9-27-07 the letter address ^{Knut} Trumbull ^{off} to whom it may concern.

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Order Pursuant to 11 U.S.C. §§ 503 and Rule 9019 (b) of the Federal Rules of Bankruptcy Procedure Authorized Debtors (A) to Compromise or settle Certain Prepetition Claims Without Further Court Approval and (B) to Establish Alternative Dispute Resolution Procedures for Disputed Claims dated January 28, 2003.

Also this Plan is the product of extensive discussions and negotiations between and among inter alia, the Debtors, the Prepetition Agent Statutory Committees, the Plan Investors, the Prepetition Agent on behalf of the Prepetition Lenders, and certain other creditors and constituents. (Furthermore)

Each of the foregoing was represented by counsel who either (a) participated in the formulation and documentation of or (B) was offered the opportunity to review and provide comments on, the Plan Disclosure Statement and the documents ancillary thereto.

The record also shows that the Chapter 11 cases of whom I am a part of and represents 11 individuals were all claimholders in an individual suit against Kmart and jointly Administered

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during Bankruptcy and was accepted as such by Kmart.

However years passed Kmart through its Attorneys, Reorganized Debtors, Trustee None got in touch with us the ^{Chapter 11 cases or} Claimants.

The attitude continues against us the Chapter 11 cases in that the 11 Claimholders claims were found in one (1) pile named Litigation Claims to be Disallowed, and Mine having no Merits to include others and other Categories to be disallowed others.

We are back in Bankruptcy Court for though Kmart could see no Merit we see Merit in our persons and Claims and was and is recognized by and through the Court that honored and upheld the law considering the Chapter 11 cases for who we are.

We will not except those treatments to our person neither to our Claims.

Kmart refused the excellence displayed in our persons. Even when an Accommodation was requested it refused to accommodate for there was no accommodation on the job. It was not offered My rights to an accommodation was denied. Kmart offered no training

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for the new program brought to the Store 3829. Kmart knew I had a disability prior to and during my request Kmart discriminated against me thus my Termination was caused on May 14, 2001 for 10 Rings per Minute that was not in actuality 10 susipes but, the name of the Program that was new and no training was given or offered by Manuel, verbal instructions or physical demonstrations.

Even though Management knew how, magement failed to inform me even though I requested.

My tenure at Kmart is 5 1/2 year I got Awards, incentives and is said of me that I am dependable, flexible and my work gives satisfaction.

Kmart has failed to do what is perfect and required by the law. Even now it is seen through its treatment not to offer to me my dues.

The territory's Kmart stores during Bankruptcy has not closed its doors and scheduled shifts continue to be business as usual. My back pay and Front pay was \$45,000 and still owed to me has increased with time and

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Interest, ^{even doubted} Kmart not only, disallowed the claim but disregarded and ignored me. Then through my then Attorney Archie Jennings sent me a check for ~~\$4,960.35~~ because I took Kmart myself to Court demanding it to do right by The Chapter 11 Cases, (Me).

Thus Kmart caused undue hardships to us the Claimholders in our life, finances, and person by depriving the Chapter 11 cases what was requested.

I have been treated differently in fact, all the Chapter 11 cases have felt the treatment when Kmart failed to make payment when due.

However, There is a default on the part of Kmart.

By the default it entitles me or any of the Chapter 11 Cases to be Reinstated.

Kmart Bankruptcy procedures produced several different proof of claim forms. Each Case Number will show under which the claim falls. After several examinations I learned a few things. My form appears to have been rigged it has no claim # 02-02474

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Classification of such proof of claim forms is the ideal procedure to identify such a claim. For my then Attorney to get such a proof of claim form it had to be given to him from Kmart.

It is from those forms I made comparison. The forms appears to be set-up to cause injustice to facts presented on my behalf the reason I was offered \$4,960.35 instead of the \$45,000 that I at first requested.

There must be a very good reason for Kmart to have led my then Attorney who in turn produced something other than 02-02474 proof of claim form the category under which I believe to have fallen and not a Case Number 02-02462 through 02-02499, Making believe "Kmart" Debtor in Case No. 02-02474 is present when my number, for the presence of the through is deleted. That is, ^{the claim #} 02-02474 that would have given to me the exact Face Amount, or any other Chapter 11 Cases. Through what appears to be fraud, we were defrauded by means of reduction offered and should be corrected, Value increased and Interest given.

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Kmart Corporation (Michigan) 02-02474
"Kmart"

Kmart's number for the Plan remains the same and ID Number appears to be consistent as seen to be 38-0729500 therefore under that classification rest my claims as Claimant with the Chapter 11 cases.

It also appears that the claim number Mr. Barrett sent to me looks manufactured or different. I had never seen it before written the way it is stated having a space prior to the "B" and after the said "B". The Confirmation Order and Plan Claim # is stated this way that is Exhibit "B" Case No. 02-02474. The differences are marked by the spaces as this 02 B 02474 it is on file and was presented to me for use before the Court on March 17, 2009.

It continues to be the willfulness of Kmart time after time.

My claims against Kmart is a proven fact under Exhibit A Claim # 02-02474 for they rest secured and guaranteed for and as priority even secured claims against "Kmart" 02-02474.

The record, ^{shows} on November 31, 1998 a debt was paid in the amount requested it seems on the behalf of Gumbs Shanika % Samuel F. Callwood on July 21, 2002 was requested and received July 26, 2002 Trumbull Services Company P C 33133 Case No. 02-02474 38-0729500 that also happens to be a prepetition claim but appears not to be a Chapter 11 case. That name does not form part of the record of the 11 persons in the Chapter 11 cases.

However that name took precedence and may serve as an example before the court that the amount requested was granted being classified as a case claimed to be on the farm numbered 02-02474.

The farm is enclosed for review. 11 U.S.C. §§ and Rule 9019 (b) of the Federal Rules of Bankruptcy Procedure Authorized Debtors (A) to compromise or settle certain Prepetition claims without further Court approval and (B) to establish Alternative Dispute Resolution Procedures for Disputed Claims dated January 28, 2003.

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It does appear that the Authority came to Kmart on the behalf of Ms. Gumbs to compromise or settle (certain Prepetition claims) without further Court approval (A) .

(B) 1.52 "Disputed Claim" or "Disputed Interest" means a Claim or any portion thereof or an Interest or any portion thereof, that is neither an Allowed Claim nor a ~~Allowed Interest~~ Disallowed Claim, or an Allowed Interest or a Disallowed Interest, as the case may be, and includes, without limitation, Claims or Interest that (a) have not been scheduled by the Debtors or have been Scheduled at zero, or have been Scheduled as unknown, Contingent, unliquidated or disputed, whether or not such Claims or Interests are the subject of a proof of claim or proof of interest in the Bankruptcy Court, (b) are the subject of a proof of claim or interest that differs in Nature, Amount or priority from the Schedules, or (c) are the subject of an objection filed with the Bankruptcy Court, which has not been withdrawn or overruled by a Final Order of the Bankruptcy Court.

Kmart by and through its own record reduced as shown The \$45,000 requested to \$4,960.35 through my then Attorney although it knows two things, my then

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Attorney Archie Jennings was no longer my attorney, and that I was Plaintiff and Prose. (2) I was already seeking my rights through the courts therefore, unable to even trust Kmart for any principle amount, but not that insulted amount for \$4,960.35.

Kmart's failure to act positively to me or failure to pay money due makes it a defaulter.

Kmart is in default and I continue to help myself seeking to be Reinstated.

1.132 "Reinstated" or "Reinstatement" via the Court I am not an attorney neither am I a legal assistance. I am a person who see wrong and named by reason of thought and the "Plan" intendend for me (the wrongs towards me and the Chapter 11 cases).

1.132. (iii) compensating the claimholder for any damages incurred as a result of any reasonable reliance by such claimholder on such contractual provision or such applicable law; (iv) not otherwise altering the legal, equitable or contractual rights to which such claim entitles the claimholder; provided however, that any contractual right that does not pertain to the payment when due of principle and interest

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on the obligation on which such Claim is based, including, but not limited to, financial Covenant ratios, negative pledge covenants or restrictions on merger or consolidation, "going dark" provisions, and affirmative covenants regarding corporate existence prohibiting certain transactions or actions contemplated by this Plan, or conditioning such transactions or actions on certain factors, shall not be required to be cured or reinstated in order to accomplish Reinstatement.

1.139 "Retained Actions" means all Claims, Causes of Action, rights of action, suits and proceedings, whether in law or in equity, whether known or unknown, which any Debtor or any Debtors' Estate may hold against any person, including, without limitation, (a) Claims and Causes of Action brought prior to the Effective Date, (b) Claims and Causes of Action against any person for failure to pay for products or services provided or rendered by any of the Debtors, (c) Claims and Causes of Action relating to strict enforcement of any of the Debtors' intellectual property rights, including patent, copyrights and trademarks, and (d) Claims and Causes of Action seeking

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the recovery of any of the Debtors or the Reorganized Debtors' accounts receivable or other receivables or rights to payment created or arising in the ordinary course of any of any of the Debtors' or the Reorganized Debtors' businesses, including, without limitation, claim overpayments and tax refunds; provided, however, that the foregoing shall not include Trust Claims (including Avoidance Claims that are Trust Claims), which will be transferred to the Kmart Creditor Trust, Avoidance Claims, or Claims explicitly released under this Plan or by Final Order of the Bankruptcy Court prior to the date hereof.

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I am a Chapter 11 case jointly administered (and we) and entitled to priority pursuant to section 507 (a)(4) of the Bankruptcy Code, including, but not limited to DIP Facility claims, the actual, necessary cost and expenses, incurred on or after the Petition Date, of preserving the Estates and operating the business of the Debtors, including wages, salaries, or commissions for service rendered after the commencement of the Chapter 11 cases, Professional claims, Key Ordinary Course Professional Claims, all fees and charges assessed against the Estate under Chapter 123 of Title 28 United States Code, and all allowed claims (including reclamation claims) that are entitled to be treated as Administrative Claims pursuant to the Final Order of the Bankruptcy Court under section 546 (c)(2) (A) of the Bankruptcy Code.

"DIP Facility Claims" (the actual) means all administrative claims of the DIP Agent and the DIP lenders arising under or pursuant to the DIP Facility, including, without limitation, principal and interest on the DIP Facility, plus all reasonable fees and expenses (including professional fees and expenses) arising under the DIP Facility.

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Professional Claims 1.129

"Professional Claims" means an Administrative Claim of a Professional for compensation for services rendered or reimbursement of cost, expenses or other charges and disbursements incurred relating to services rendered or expenses incurred after the Petition Date and Prior to and including the effective Date.

1.83 "Key Ordinary Course Professional Claim" means an Administrative of a Key Ordinary Course Professional for compensation for services rendered or reimbursement of costs, expenses or other charges and disbursements in an amount in excess of \$25,000 for any month relating to services rendered or expenses incurred after the Petition Date and prior to and including the Effective Date.

1.7 "allowed claims" or "Allowed Interest" means a Claim or any portion thereof, or an interest or any portion thereof, (a) that has been allowed by a Final Order of The bankruptcy Court (or such other Court or forum as the Reorganized Debtors and the holder of such Claim or Interest agree may adjudicate such Claim or Interest and objection thereto), or (b) as to which, on or by the Effective

Date, (i) no proof of Claim or Interest has been filed with the Bankruptcy Court and (ii) the liquidated and noncontingent amount of which is scheduled, other than a Claim or Interest is scheduled a zero, in an unknown amount or as disputed or (c) for which a proof of Claim or interest in a liquidated amount has been timely filed with the Bankruptcy Court pursuant to the Bankruptcy Code, any Final Order of the Bankruptcy Court or other applicable bankruptcy law, and as to which either (i) no objection to its allowance has been filed within the periods of limitation fixed by this Plan, the Bankruptcy Code or by any order of the Bankruptcy Court, or (ii) any objection as to its allowance has been settled or withdrawn or has been denied by a Final Order, or (d) is reflected in a schedule of Allowed claims, if any, filed from time to time with the Bankruptcy Court by the Debtors or the Reorganized Debtors, or (e) that is expressly allowed in a liquidated amount in this Plan.

(including Reclamation claims)

"Holdback amount" 1.69 means the amount equal to 10% of fees bill to the Debtors in

a given month to the extent retained by the Debtors as of the Effective Date as a holdback on payment of Professional Claims pursuant to the Professional Fee Order. The Holdback Amount shall not be considered property of the Debtors, the Reorganized Debtors, or the Estates.

1.70 "Holdback Escrow Account" means the Escrow account established by the Disbursing Agent into which cash equal to the Holdback Amount shall be deposited on the Effective Date for the payment of Allowed Professional Claims to the extent not previously paid or disallowed.

1.128 "Professional Claims" means an Administrative Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses or other charges and disbursements incurred relating to services rendered or expenses incurred after the Petition Date and prior to and including the Effective Date.

1.1 "2001 Retention Program" means that certain retention program instituted by the Debtors in December 2001 pursuant to which a total of \$23.89 million was paid to 24 senior Managers in the form of forgiveness loans.

"Distribution Reserve" 1.54 means the New Holding Company Common Stock for distribution to claimholders in the Debtor's Chapter 11 Cases

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to be reserved pending allowance of Disputed Claims in accordance with Article 9.8 of this Plan.

1.56 "Employee-Related Agreements" means those agreements between any of the Debtors and any of their employees or any entity acting on behalf of their employees.

1.58 "Estates" means the Bankruptcy estates of the Debtors created pursuant to section 541 of the Bankruptcy Code.

1.62 "Existing Common Stock" means shares of common stock of Kmart that are authorized, issued and outstanding prior to the Effective Date.

1.26 "Claim" means a claim against one of the Debtors (or all or some of them) whether or not asserted, as defined in section 101(5) of the Bankruptcy Code.

1.53 "Distribution Reserve" means the New Holding Company Common Stocks for distribution to claimholders in the Debtors' Chapter 11 Cases to be reserved pending allowance of Disputed Claims in accordance with Article 9.8 of this Plan

1.56 "Employee-Related Agreement" means those agreements between any of the Debtor and any of their employees or any entity acting on behalf of their employees.

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1.42 "Designated Trust Recoveries" means any payments made by the Debtors or Reorganized Debtors pursuant to Article 11.3(d) of this Plan, including any payments related to the Reorganized Debtors' continuing obligation to turn over funds repaid to them on account of loans made pursuant to the 2001 Retention Program.

1.62 "Existing Common Stock" means shares of common stock of Kmart that are authorized, issued and outstanding prior to the Effective Date.

1.65 "Face Amount" means (a) when used in reference to a Disputed or Disallowed Claim, the full stated liquidated amount claimed by the claimholder in any proof of claim timely filed with the Bankruptcy Court or otherwise deemed timely filed by any Final Order of the Bankruptcy Court or other applicable bankruptcy law, and (b) when used in reference to an allowed claim, the allowed amount of such claim.

1.68 "General Unsecured Convenience Claim" means (1) a Trade Vendor/lease

Rejection claim or an Other Unsecured Convenience claim if the allowed amount of such amount is less than or equal to \$30,000 and (ii) a Trade Vendor/lease Rejection claim or Other Unsecured claim if, in either instance the allowed amount of such claim is greater than \$30,000 and the holder of such claim has agreed to reduce the allowed amount of its claim to \$30,000 or less and made the Convenience class Election on the Ballot within the time fixed by the Bankruptcy Court.

1.74 "Insurance Coverage" shall have the meaning ascribed to it in Article 12.9

1.71 "Impaired" refers to any claim or interest that is impaired within the meaning of section 1124 of the Bankruptcy Code.

1.72 "Indemnification Rights" means any obligation or rights of the Debtors to indemnify, reimburse, advance, or contribute to the losses, liabilities or expenses of an indemnitee pursuant to the Debtor's Certificate of Incorporation, bylaws, policy to provide employee